



**NOTICE OF MEETING  
OF THE GOVERNING BODY  
OF COPPERAS COVE, TEXAS**

*An agenda information packet is available for public inspection in the Lobby of City Hall and may be viewed on the City's Web Page, [www.ci.copperas-cove.tx.us](http://www.ci.copperas-cove.tx.us), under the "Government" tab.*

Notice is hereby given that a **Workshop Council Meeting** of the City of Copperas Cove, Texas, will be held on **September 20, 2011 at 6:00 p.m.** in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522, at which time the following subjects will be discussed:

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. WORKSHOP ITEMS**
  - 1. Presentation and discussion on GASB 54. *Velia Key, Director of Financial Services***
  - 2. Direction to staff on item C-1. *Andrea M. Gardner, City Manager***
- D. ADJOURNMENT**

The City Council reserves the right to adjourn into Executive Session at any time regarding any issue on this agenda for which it is legally permissible.

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (254) 547-4221, (254) 547-6063 TTY, or FAX (254) 542-8927 for information or assistance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Copperas Cove was posted at \_\_\_\_\_, September 16, 2011, on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

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Jane Lees, TRMC, CMC  
City Secretary

**City Council Workshop**

**C. 1.**

**Meeting Date:** 09/20/2011

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**Subject**

Presentation and discussion on GASB 54. **Velia Key, Director of Financial Services**

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**City Council Workshop**

**C. 2.**

**Meeting Date:** 09/20/2011

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**Subject**

Direction to staff on item C-1. **Andrea M. Gardner, City Manager**

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**NOTICE OF MEETING  
OF THE  
GOVERNING BODY OF  
COPPERAS COVE, TEXAS**

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Notice is hereby given that a **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on **September 20, 2011 at 7:00 p.m.** in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522, at which time the following subjects will be discussed:

- A. **CALL TO ORDER**
- B. **INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **ANNOUNCEMENTS**
- E. **PUBLIC RECOGNITION**
  - 1. Texas Amateur Athletic Federation (TAAF) Female and Male Athlete of the Year. **Andy Cedillo, Director of Parks & Leisure Services**
  - 2. Proclamation: National Night Out. **Kevin Keller, Police Sergeant**
  - 3. Presentation to the City from the Chamber of Commerce. **Marty Smith-Cook, President, Chamber of Commerce**
- F. **CITIZENS FORUM** – At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section. Pursuant to §551.042 of the Texas Open Meetings Act, any deliberation or decision about the subject of inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.
- G. **CONSENT AGENDA** – All matters listed under this item are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.
  - 1. Consideration and action on approving minutes from the special council meeting of August 30, 2011. **Jane Lees, City Secretary**

2. Consideration and action on approving minutes from the workshop council meeting of September 6, 2011. **Jane Lees, City Secretary**
3. Consideration and action on approving minutes from the regular council meeting of September 6, 2011. **Jane Lees, City Secretary**
4. Consideration and action on a resolution authorizing updates to the City's Master Plan for Parks, Recreation and Open Space, and authorizing submission of the updated Master Plan to the Texas Parks and Wildlife Department. **Andy Cedillo, Director of Parks & Leisure Services**
5. Consideration and action on an emergency purchase for the asbestos remediation for Central Fire Station. **J. Mike Baker, Fire Chief**
6. Consideration and action to authorize the City Manager to renew an agreement with Coryell County for Fire Suppression, Fire Prevention and Fire Investigation Services for fiscal year 2011-2012. **Gary D. Young, Deputy Fire Chief**
7. Consideration and action on authorizing the City Manager to enter into an Agreement with the Copperas Cove Officials Association to provide sports officiating for recreational sports for the Parks and Recreation Department. **Andy Cedillo, Director of Parks & Leisure Services**
8. Consideration and action on an amendment to the depository agreement with National Bank. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**
9. Consideration and action on a resolution accepting the quarterly investment report as presented for the quarter ending March 31, 2011 per the Investment Policy. **Velia Key, Director of Financial Services**
10. Consideration and action on a resolution accepting the quarterly investment report as presented for the quarter ending June 30, 2011 per the Investment Policy. **Velia Key, Director of Financial Services**
11. Consideration and action on a resolution adopting the Investment Policy of the City of Copperas Cove. **Velia Key, Director of Financial Services**

H. **PUBLIC HEARINGS/ACTION - None.**

I. **ACTION ITEMS**

1. Consideration and action on appointment of one (1) member to the Copperas Cove Animal Shelter Advisory Committee. **Mike Heintzelman, Deputy Chief of Police**
2. Consideration and action on an ordinance adopting a new Personnel Policy No. 730, Safe Driver Incentive Program. **Andrea M. Gardner, City Manager**
3. Consideration and action on an ordinance updating Personnel Policy No. 311, Vacation Leave. **Kelli Sames, Human Resources Division Head**
4. Consideration and action on a resolution nominating candidates to serve on the Coryell Central Appraisal District Board of Directors. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

5. Consideration and action on a resolution expressing intent to finance expenditures to be incurred for a traffic impact analysis. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**
6. Consideration and action on a resolution amending the 2010-2011 fiscal year budget. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**
7. Consideration and action on an ordinance updating the City's Drainage Criteria Manual. **Wesley Wright, P.E., Division Head of Public Works/City Engineer**
8. Consideration and action on a resolution making changes to the City's General Election pursuant to Senate Bill 100: moving the General Election from the May uniform election date to the November uniform election date; and providing for a one-time term extension of six months for each position. **Jane Lees, City Secretary**
9. Consideration and action on an ordinance amending the City of Copperas Cove's Code of Ordinances, Chapter 2, Article V, section 2-122 and section 2-127. **Velia Key, Director of Financial Services**

**J. REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS**

**K. ITEMS FOR FUTURE AGENDAS**

**L. EXECUTIVE SESSION**

1. Pursuant to §551.087, Deliberation Regarding Economic Development Negotiations, of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the offer of a financial or other incentive to a business prospect - First Advisors, Inc.
2. Pursuant to §551.074 of the Open Meetings Act. Tex. Gov't Code, Council will meet in Executive Session to deliberate the duties of the City Manager, Andrea M. Gardner.
3. Pursuant to §551.074 of the Open Meetings Act. Tex. Gov't Code, Council will meet in Executive Session to deliberate the evaluation and duties of the City Secretary, Jane Lees.

**M. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEMS POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION**

**N. ADJOURNMENT**

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Jane Lees, TRMC, CMC  
City Secretary

**City Council Regular**

**E. 1.**

**Meeting Date:** 09/20/2011

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**Subject**

Texas Amateur Athletic Federation (TAAF) Female and Male Athlete of the Year. **Andy Cedillo,**  
**Director of Parks & Leisure Services**

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**City Council Regular**

**E. 2.**

**Meeting Date:** 09/20/2011

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**Subject**

Proclamation: National Night Out. **Kevin Keller, Police Sergeant**

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**Attachments**

[NNO Proclamation](#)



## PROCLAMATION

**WHEREAS,** the citizens of Copperas Cove are dedicated to increasing crime and drug prevention awareness among the young and old alike and they desire to generate support for our local crime fighting efforts and strengthen and organize our neighborhoods; and

**WHEREAS,** on Saturday, October 1, 2011 from 6:00 p.m. to 8:00 p.m., Copperas Cove citizens are invited to the *“Kick-Off Party”* in the downtown area; and

**WHEREAS,** on Tuesday, October 4, 2011 from 6:00 p.m. to 9:00 p.m., Copperas Cove citizens are invited to join with thousands of communities nationwide for the *“28th Annual Night Out”* crime and drug prevention campaign when citizens are asked to turn on outside lights and spend the evening outside with neighbors and police participating in such activities as block parties, cookouts, contests and youth activities; and

**WHEREAS,** our citizens desire to send a “loud and clear” message to criminals letting them know that the City of Copperas Cove neighborhoods are organized and fighting back and desire to strengthen police-community relationships in an effort to make our community a safer place to live; and

**NOW, THEREFORE,** I, John Hull, Mayor of the City of Copperas Cove, Texas do hereby proclaim Tuesday, October 4, 2011 shall be observed as:

### ***“NATIONAL NIGHT OUT”***

in the City of Copperas Cove, Texas, and I urge each and every citizen to join forces with the Copperas Cove Police Department in carrying the message of respect for the law, community involvement, and commitment for crime free neighborhoods to other citizens by example and through the exercising of responsible citizenship.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 20th day of September 2011.

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John Hull, Mayor

ATTEST:

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Jane Lees, City Secretary

**City Council Regular**

**E. 3.**

**Meeting Date:** 09/20/2011

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**Subject**

Presentation to the City from the Chamber of Commerce. **Marty Smith-Cook, President, Chamber of Commerce**

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**City Council Regular**

**G. 1.**

**Meeting Date:** 09/20/2011

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**Subject**

Consideration and action on approving minutes from the special council meeting of August 30, 2011.

**Jane Lees, City Secretary**

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**Attachments**

8/30/11 minutes special

**CITY OF COPPERAS COVE**  
**CITY COUNCIL SPECIAL MEETING MINUTES**  
**August 30, 2011 – 6:00 P.M.**

A     **CALL TO ORDER** - Mayor Hull called the meeting to order at 6:00 p.m.

B     **INVOCATION AND PLEDGE OF ALLEGIANCE** - Council Member Kent gave the invocation and Mayor Hull led the pledge of allegiance.

C     **ROLL CALL**

Present: Cheryl L. Meredith  
          Charlie D. Youngs  
          Gary L. Kent  
          Danny Palmer  
          Kenn Smith  
          Jim Schmitz  
          Frank Seffrood  
          John Hull

Attendees: Andrea M. Gardner, City Manager  
             Jane Lees, City Secretary

D     **ANNOUNCEMENTS - None.**

E     **PUBLIC RECOGNITION - None.**

F     **CITIZENS FORUM - None.**

G     **CONSENT AGENDA - None.**

H     **PUBLIC HEARINGS/ACTION**

- 1     Public hearing and action on approval of an ordinance amending the Capital Improvement Plan (CIP) for FY 2010-2014 and approving the official Capital Improvement Plan (approved CIP) for Fiscal Year 2012. **Ryan D. Haverlah, Assistant Director of Finance/Budget Director**

Mr. Haverlah provided a handout showing a comprehensive look at the CIP by Program and outlined the specific changes by Fund.

Mayor Hull opened the public hearing at 6:13 p.m.

Speaking: Council Member Schmitz asked why the City is delaying the Hughes Garden improvement project. Ms. Gardner replied that the Council discussed funding two of the three drainage projects back in April at the retreat. She said that if the Council wished, a budget amendment could be done to add the project back in.

Council Member Youngs asked if the CIP software, which was approved last year, had been purchased and whether it was helpful. Ms. Gardner said that the software had been purchased but that the results so far have been less than desirable. She stated that it appears that things are getting straightened out.

Council Member Youngs asked if the \$150,000 in the Drainage Fund for FY 2012, of which \$90,000 is from the Drainage Fund and \$60,000 is from tax notes, is included in the \$902,000 balance in the fund. Ms. Gardner said that this item could also be brought back to Council as a budget amendment. She suggested that the budget be amended to approve design fees, then be brought back later to approve construction.

Council Member Palmer requested clarification on what the City was doing in Parks & Recreation for FY 2012. Mr. Haverlah confirmed that the amount in the CIP is zero for that area in FY 2012. Ms. Gardner stated that there are some excess bond funds that will be used for High Chaparral Park.

Council Member Seffrood asked how many ticket writers the City would be purchasing and if the project is phased. Mr. Haverlah stated that it will be phased beginning in 2012. Ms. Gardner stated that the officers tell her the ticket writers are a great benefit for them to have. There have been no negative comments regarding the ticket writers. The number to be purchased is not known at this time.

Council Member Palmer asked what the total cost spent by the City is so far on the South Bypass. Ms. Gardner said that the total project is \$42.7 million, but a lot of that money will be coming back to the City. She stated that the City has spent about \$1 million so far on the North Bypass.

Mayor Hull closed the public hearing at 6:28 p.m.

#### **ORDINANCE NO. 2011-36**

#### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2010-2014.**

Council Member Smith made a motion to approve Ordinance No. 2011-36 as presented. Council Member Kent seconded the motion, which passed unanimously.

- 2 Public hearing on an ordinance amending the 2010-2011 fiscal year budget for the City of Copperas Cove. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

Mr. Haverlah gave an overview of the changes in the budget amendment.

Mayor Hull opened the public hearing at 6:35 p.m.

Speaking: Ms. Gardner explained to the Council that the City has been cleaning up and closing out bond funds. There were some that contained excess funds. The City can pay debt service with these funds or use them for appropriate projects. The reason that Council is hearing about shifting of those funds is because of the clean up that is in progress. From now on any excess funds from bonds will only be used to pay debt.

Mayor Hull closed the public hearing at 6:43 p.m.

#### **ORDINANCE NO. 2011-37**

#### **AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010, AND ENDING ON SEPTEMBER 30, 2011; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.**

This is the first of two required public hearings for this ordinance. The second public hearing will be held on September 6, 2011. No action was taken on this ordinance.

3 Public Hearing on Amendments to the City Manager's Proposed Budget for Fiscal Year 2011-2012 . **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

Mr. Haverlah discussed the changes made to the proposed budget by Fund.

Mayor Hull opened the public hearing at 6:49 p.m.

Speaking: Ms. Gardner explained that due to the wording in the City Charter, a budget amendment will have to be brought to the Council at the first meeting in October in order to add in the COLA for employees. Council Member Youngs asked if the revenue change in the Water/Sewer Fund included the rate increase for the 3/4-inch line. Mr. Haverlah said it did, and it included the increase in the wastewater rate as well. He also asked about the water rate study. Ms. Gardner said that it would be brought to the Council on October 4.

Mayor Hull closed the public hearing at 6:54 p.m.

No action was taken on this item.

I **ACTION ITEMS**

1 Consideration and action on adopting the FY 2012 - FY 2016 Personnel Plan. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

Council Member Youngs made a motion to approve the FY 2012-2016 Personnel Plan as presented. Council Member Schmitz seconded the motion, which passed unanimously.

J **REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS - None.**

K **ITEMS FOR FUTURE AGENDAS - None.**

L **EXECUTIVE SESSION - None.**

M **RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEMS POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION**

N **ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at 7:06 p.m.

**ATTEST:**

\_\_\_\_\_  
John Hull, Mayor

\_\_\_\_\_  
Jane Lees, City Secretary



**City Council Regular**

**G. 2.**

**Meeting Date:** 09/20/2011

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**Subject**

Consideration and action on approving minutes from the workshop council meeting of September 6, 2011. **Jane Lees, City Secretary**

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**Attachments**

9/6/11 minutes workshop

**CITY OF COPPERAS COVE  
CITY COUNCIL WORKSHOP MEETING MINUTES  
September 6, 2011 – 5:00 P.M.**

**A CALL TO ORDER** - Mayor Hull called the workshop to order at 5:00 p.m.

**B ROLL CALL**

Present: John Hull  
Cheryl L. Meredith  
Gary L. Kent  
Kenn Smith  
Jim Schmitz  
Frank Seffrood

Absent: Charlie D. Youngs  
Attendees: Andrea M. Gardner, City Manager  
Charles E. Zech, City Attorney  
Jane Lees, City Secretary

**C WORKSHOP ITEMS**

- 1** Presentation and discussion on permanent improvements - Drainage Criteria Manual Article V, Sec. 17.5-93(b). **Chris Stewart, Stewart Planning Consulting, LLC**

Chris Stewart of Stewart Planning Consulting LLC, gave a presentation and discussed the amendments being proposed for the Drainage Criteria Manual Article V, Sec. 17.5-93(b). The presentation is attached and made a part of these minutes.

- 2** Direction to staff regarding Item C-1. **Andrea M. Gardner, City Manager**

Council would like to see the ordinance come back with the language relating to "existing" state for detention requirements, as long as there are no known problems.

- 3** Presentation and discussion on Senate Bill 100. **Jane Lees, City Secretary**

The presentation on SB100 is attached to and made a part of these minutes.

- 4** Direction to staff regarding Item C-3. **Jane Lees, City Secretary**

After discussion, the Council requested that a resolution be brought back to change the May election date to November, extend terms for six months, and provide a contingency plan upon the failure of an election to ratify the changes in the Charter.

**D ADJOURNMENT** - Mayor Hull adjourned the workshop at 6:00 p.m.

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John Hull, Mayor

ATTEST:

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Jane Lees, City Secretary

**City Council Regular**

**G. 3.**

**Meeting Date:** 09/20/2011

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**Subject**

Consideration and action on approving minutes from the regular council meeting of September 6, 2011.

**Jane Lees, City Secretary**

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**Attachments**

9/6/11 minutes regular

**CITY OF COPPERAS COVE  
CITY COUNCIL REGULAR MEETING MINUTES  
September 6, 2011 – 7:00 P.M.**

- A     **CALL TO ORDER** - Mayor Hull called the regular meeting to order at 7:00 p.m.
- B     **INVOCATION AND PLEDGE OF ALLEGIANCE** - Pastor Gary Hocker of Cove Church of the Nazarene gave the invocation and Mayor Hull led the pledge of allegiance.
- C     **ROLL CALL**
- Present:   Cheryl L. Meredith  
                      Charlie D. Youngs  
                      Gary L. Kent  
                      Danny Palmer  
                      Kenn Smith  
                      Jim Schmitz  
                      Frank Seffrood  
                      John Hull
- Attendees: Andrea M. Gardner, City Manager  
                      Charles E. Zech, City Attorney  
                      Jane Lees, City Secretary
- D     **ANNOUNCEMENTS** - Council Member Schmitz reminded everyone that Friday night was Homecoming at Copperas Cove High School and that the game starts at 7:30 p.m.
- E     **PUBLIC RECOGNITION**
- 1     City Retirement Recognition – James H. Dixon, Facility Maintenance - December 28, 1992 to August 31, 2011. **Andrea M. Gardner, City Manager**
- 2     City Retirement Recognition – David E. Barr, Golf Course Heavy Equipment Operator - August 2, 1999 to August 31, 2011. **Andrea M. Gardner, City Manager**
- 3     Employee Service Award – September 2011. **Andrea M. Gardner, City Manager**
- Anita Schultz, Circulation Supervisor/Library Assistant III, 10 years of service to the Public Library
- 4     Athletic Achievement Recognition: Astros/Diamondbacks. **John Hull, Mayor**
- Baseballs signed by Mayor Hull and team members were presented Head Coach Bret Anderson of the Copperas Cove Astros and Head Coach Scott Robison of the Copperas Cove Diamondbacks. The players from both teams were called up to receive recognition with their coaches. The teams won First Place Texas Teen Age District 7 and District 5 Tournament in Killeen and advanced to the TTBA State Tournament played in Whitehouse and Ennis.
- 5     Proclamation: National Preparedness Month - September 2011. **John Hull, Mayor**
- 6     Proclamation: National Kids Day - September 17, 2011. **John Hull, Mayor**

F **CITIZENS FORUM** – None.

G **CONSENT AGENDA**

- 1 Consideration and action on approving minutes from the workshop council meeting of August 16, 2011. **Jane Lees, City Secretary**
- 2 Consideration and action on approving minutes from the regular council meeting of August 16, 2011. **Jane Lees, City Secretary**
- 3 Consideration and action authorizing the Fire Department to submit a grant application through the Assistance to Firefighters Grant program for P25 radio equipment. **J. Mike Baker, Fire Chief/Emergency Management Coordinator**
- 4 Consideration and action on authorizing the City Manager to enter into an agreement with Jani King Commercial Cleaning Service of Austin for cleaning services of municipal buildings. **Ken Wilson, Division Head of Parks & Leisure Services**
- 5 Consideration and action on a resolution establishing the current population for the City of Copperas Cove. **Wesley Wright, P.E. Division Head of Public Works/City Engineer**

**RESOLUTION NO. 2011-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS, ADOPTING THE DETERMINATION OF POPULATION OF THE MUNICIPALITY.**

Council Member Palmer requested that item G-4 be removed from the Consent Agenda and discussed separately.

Council Member Kent made a motion to approve items G-1, G-2, G-3 and G-5 as written. Council Member Smith seconded the motion, which passed unanimously.

Separate discussion of item G-4:

Consideration and action on authorizing the City Manager to enter into an agreement with Jani King Commercial Cleaning Service of Austin for cleaning services of municipal buildings. **Ken Wilson, Division Head of Parks & Leisure Services**

Mr. Wilson summarized the changes in the agreement for the Council, saying that this was a renewal of the previous agreement. The Cleaning Service would no longer be doing the Police Department. The Police Department would be cleaned by a City employee.

Council Member Palmer made a motion to disapprove item G-4. Council Member Meredith seconded the motion. Council Member Youngs said he objected to the term in the contract, "as needed or as required," saying that he would prefer the contract to state exactly what needs to be done and when. He asked if anyone checked on the work performed to see if everything listed in the contract was done. Mr. Wilson explained that someone does check on the logs that are kept. He also stated that he approved when waxing floors and shampooing rugs was necessary. He stated that the changes in the contract were mutually agreed upon between the City and Jani King.

Vote on previous motion to disapprove as follows:

Cheryl L. Meredith      Nay

Charlie D. Youngs	Nay
Gary L. Kent	Nay
Danny Palmer	Aye
Kenn Smith	Nay
Jim Schmitz	Nay
Frank Seffrood	Nay

Motion failed one to six.

Council Member Youngs made a motion to approve the agreement as presented. Council Member Smith seconded the motion and a vote was taken as follows:

Cheryl L. Meredith	Aye
Charlie D. Youngs	Aye
Gary L. Kent	Aye
Danny Palmer	Nay
Kenn Smith	Aye
Jim Schmitz	Aye
Frank Seffrood	Aye

Motion passed six to one.

## H PUBLIC HEARINGS/ACTION

- 1 Public hearing, discussion and possible action on an ordinance amending the Future Land Use Plan. **Chris Stewart, AICP, Stewart Planning Consulting, LLC**

Mayor Hull opened the public hearing at 7:48 p.m.

Speaking: Garrett Nordyke, 3000 Illinois Avenue, Killeen, TX. Mr. Nordyke stated that he works with the developer and requests Council support on this request. He said he would be happy to answer any questions.

Mayor Hull closed the public hearing at 7:50 p.m.

### **ORDINANCE NO. 2011-38**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS AMENDING CHAPTER FOUR OF THE 2007 COMPREHENSIVE PLAN OF THE CITY OF COPPERAS COVE, TEXAS, PROVIDING FOR CHANGES IN THE FUTURE LAND USE PLAN, PROVIDING FOR CHANGES ON PLATE 4-1, THE FUTURE LAND USE MAP.**

Council Member Schmitz made a motion to approve Ordinance No. 2011-38 as presented. Council Member Kent seconded the motion, which passed unanimously.

- 2 Public hearing, discussion and possible action on an ordinance, requesting to rezone 81.73 acres being part of a 402 acre tract dedicated to the Lehmann Heritage Corporation from AG-1 (Agriculture) to R-1 (Single-Family Residential). **Chris Stewart, AICP, Stewart Planning Consulting, LLC**

Mayor Hull opened the public hearing at 7:55 p.m.

Speaking: Garrett Nordyke, 3000 Illinois Avenue, Killeen, TX. Mr. Nordyke stated again that Council support is requested.

Council Member Kent asked how many homes would be in the area and if there was adequate fire support. Mr. Nordyke replied that 200-250 lots are planned. Chief Baker said that it was too early in the process to answer the question regarding adequate fire support, but he is sure that the City will be fine. Mr. Stewart stated that the platting process will show fire capacities and any problems will be addressed at that time. Council Member Schmitz asked if the City could combine the ordinance with the traffic analysis. Ms. Gardner recommended that the Council approve the zoning request only at this time. The traffic impact analysis would be discussed later by the Council.

Mayor Hull closed the public hearing at 7:59 p.m.

**ORDINANCE NO. 2011-39**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS APPROVING A ZONING CHANGE BY REZONING 81.73 ACRES BEING A PART OF A CALLED 168.661 ACRE TRACT DESCRIBED IN DEED TO WBW LAND INVESTMENTS, L.P., FROM AG-1 (AGRICULTURAL) TO R-1 (SINGLE-FAMILY RESIDENTIAL).**

Council Member Seffrood made a motion to approve Ordinance No. 2011-39 as presented. Council Member Smith seconded the motion, which passed unanimously.

- 3 Public hearing and action on an ordinance amending the 2010-2011 fiscal year budget. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

Mayor Hull opened the public hearing at 8:02 p.m.

Speaking: None.

Mayor Hull closed the public hearing at 8:03 p.m.

**ORDINANCE NO. 2011-40**

**AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010, AND ENDING ON SEPTEMBER 30, 2011; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.**

Council Member Schmitz made a motion to approve Ordinance No. 2011-40 as presented. Council Member Palmer seconded the motion, which passed unanimously.

- 4 Public hearing and action on an ordinance amending the 2010-2011 fiscal year budget.  
**Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

Mayor Hull opened the public hearing at 8:04 p.m.

Speaking: None.

Mayor Hull closed the public hearing at 8:05 p.m.

**ORDINANCE NO. 2011-37**

**AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010, AND ENDING ON SEPTEMBER 30, 2011; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.**

Council Member Meredith made a motion to approve Ordinance No. 2011-37 as presented. Council Member Youngs seconded the motion, which passed unanimously with five ayes. Note: Council Member Kent did not vote as he was out of the room at the time the vote was taken.

I **ACTION ITEMS**

- 1 Consideration and action on an ordinance approving and adopting a budget for operating the municipal government of the City of Copperas Cove for fiscal year 2011-2012. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

**ORDINANCE NO. 2011-41**

**AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING ON SEPTEMBER 30, 2012; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET INCLUDING APPROPRIATIONS OF MONEY TO PAY INTEREST AND PRINCIPAL SINKING FUND REQUIREMENTS ON ALL INDEBTEDNESS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING AN EFFECTIVE DATE.**

Council Member Smith made a motion to approve Ordinance No. 2011-41 as presented. Council Member Kent seconded the motion, which passed unanimously.

- 2 Consideration and action on an ordinance adopting the tax rate for fiscal year 2011-2012.  
**Ryan D. Haverlah, Assistance Director of Financial Services/Budget Director**

Council Member Schmitz made a motion and withdrew it in order to have City staff confirm the rates.

Mayor Hull called a recess at 8:10 p.m. and reconvened the open session at 8:20 p.m.

**ORDINANCE NO. 2011-42**

**AN ORDINANCE ADOPTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF COPPERAS COVE, TEXAS, FOR THE 2011 TAX YEAR FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR**

**BEGINNING OCTOBER 1, 2011 AND ENDING ON SEPTEMBER 30, 2012;  
APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH  
REVENUE MUST BE RAISED INCLUDING PROVIDING A SINKING FUND FOR THE  
RETIREMENT OF THE BONDED DEBT OF THE CITY; AND ESTABLISHING AN  
EFFECTIVE DATE.**

Council Member Schmitz made a motion to set the overall tax rate for the City at 76.3900 cents on each \$100 of the taxable value of real and personal property, set the maintenance and operations (M&O) rate at 0.5448 cents per \$100 valuation, and set the interest and sinking (I&S) rate at 0.2191 cents per \$100 valuation. Council Member Palmer seconded the motion, which passed unanimously.

- 3 Consideration and action to ratify the vote approving and adopting a budget for fiscal year 2011-12 and the vote to adopt the tax rate for fiscal year 2011-12. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

Council Member Kent made a motion to ratify the vote for the FY 2011-2012 budget and the tax rate. Council Member Palmer seconded the motion, which passed unanimously.

- 4 Consideration and action on an ordinance amending the City's Fee Schedule. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

**ORDINANCE NO. 2011-43  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS  
AMENDING THE FEE  
SCHEDULE FOR THE CITY OF COPPERAS COVE; REPEALING ALL ORDINANCES IN  
CONFLICT; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

Council Member Meredith made a motion to approve Ordinance No. 2011-43 as presented. Council Member Palmer seconded the motion, which passed unanimously.

- 5 Consideration and action on an ordinance updating Personnel Policy No. 136, Payroll Deductions. **Kelli Sames, Human Resources Division Head**

**ORDINANCE NO. 2011-44  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS,  
APPROVING THE ATTACHED PERSONNEL POLICIES AND PROCEDURES OF THE  
CITY OF COPPERAS COVE BY REPEALING THE CURRENT PERSONNEL POLICY, NO.  
136, (PAYROLL DEDUCTIONS), AND REPLACING THE EXISTING POLICY WITH A  
REVISED PERSONNEL POLICY, NO. 136, (PAYROLL DEDUCTIONS) AND RATIFYING  
THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES  
MANUAL; AND DECLARING AN EFFECTIVE DATE.**

Council Member Kent made a motion to approve Ordinance No. 2011-44 as presented. Council Member Meredith seconded the motion, which passed unanimously.

- 6 Consideration and action on an ordinance updating Personnel Policy No. 314, Bereavement/Personal Time Off. **Kelli Sames, Human Resources Division Head**

**ORDINANCE NO. 2011-45  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS,  
APPROVING THE ATTACHED PERSONNEL POLICIES AND PROCEDURES OF THE  
CITY OF COPPERAS COVE BY REPEALING THE CURRENT PERSONNEL POLICY, NO.  
314, (PAID PERSONAL TIME OFF POLICY), AND REPLACING THE EXISTING POLICY  
WITH A REVISED PERSONNEL POLICY, NO. 314, (BEREAVEMENT/PERSONAL TIME**

**POLICY) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.**

Council Member Kent made a motion to approve Ordinance 2011-45 as presented. Council Member Palmer seconded the motion, which passed unanimously.

- 7 Consideration and action on an ordinance updating the FY 2010/11 Personnel Position Listing Schedule. **Kelli Sames, Human Resources Division Head**

**ORDINANCE NO. 2011-46**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED PERSONNEL POSITION LISTING SCHEDULE INCLUDED IN THE FISCAL YEAR BUDGET BEGINNING OCTOBER 1, 2010, AND ENDING ON SEPTEMBER 30, 2011; BY REPEALING THE CURRENT PERSONNEL POSITION LISTING SCHEDULE, AND REPLACING WITH A REVISED PERSONNEL POSITION LISTING SCHEDULE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.**

Council Member Kent made a motion to approve Ordinance No. 2011-46 as presented. Council Member Meredith seconded the motion, which passed unanimously.

- 8 Consideration and action on authorizing the City Manager to enter into Development and Annexation Agreement between the City of Copperas Cove and Mesa Verde Partners. **Wesley Wright, P.E. Division Head of Public Works/City Engineer**

The agreement was pulled from the agenda. No action taken.

- 9 Consideration and action on authorizing the City Manager to enter into a Sewer Construction Agreement between the City of Copperas Cove and Mesa Verde Partners. **Wesley Wright, P.E., Division Head of Public Works/City Engineer**

The agreement was pulled from the agenda. No action taken.

- 10 Consideration and action on authorizing the City Manager to execute a sales contract between the City of Copperas Cove and Mr. Troy Bradshaw for the purchase of land identified in the W.H. Davis Survey, A-276, and known as Hog Mountain (700 Block of Marilyn Drive). **Andrea M. Gardner, City Manager**

Council Member Smith made a motion to authorize the City Manager to execute the sales contract as presented. Council Member Palmer seconded the motion, which passed unanimously.

- 11 Certification of petition for the adoption of the fire fighters' and police officers' civil service law for the Copperas Cove Fire Department. **Jane Lees, City Secretary**

Council Member Youngs made a motion to accept the certification of the petition as presented. Council Member Meredith seconded the motion, which passed unanimously.

- 12 Consideration and action on a resolution to order a special election on November 8, 2011; establishing polling locations; naming an Election Judge and Alternate Election Judge for Precinct 1 in Lampasas County; authorizing the City Secretary to contract with Coryell county to conduct a joint election; and establishing procedures for said Election. **Jane Lees, City Secretary**

**RESOLUTION NO. 2011-35**

**A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, ORDERING A SPECIAL ELECTION ON NOVEMBER 8, 2011; ESTABLISHING POLLING LOCATIONS; NAMING AN ELECTION JUDGE AND ALTERNATE ELECTION JUDGE FOR PRECINCT 1 IN LAMPASAS COUNTY; AUTHORIZING THE CITY SECRETARY TO CONTRACT WITH CORYELL COUNTY TO CONDUCT A JOINT ELECTION; AND ESTABLISHING PROCEDURES FOR SAID ELECTION.**

Council Member Meredith made a motion to approve Resolution No. 2011-35 as presented. Council Member Palmer seconded the motion, which passed unanimously.

- 13 Consideration and action on an appointment to the Copperas Cove Economic Development Corporation (CCEDC) Board of Directors, Position 5. **Polo Enriquez, CCEDC Executive Director**

Council Member Youngs made a motion to appoint Council Member Palmer to the CCEDC Board of Directors, Position 5. Council Member Kent seconded the motion and a roll call vote was taken as follows:

Cheryl L. Meredith	Nay
Charlie D. Youngs	Aye
Gary L. Kent	Aye
Danny Palmer	Aye
Kenn Smith	Aye
Jim Schmitz	Nay
Frank Seffrood	Nay

Motion passed four to three.

- 14 Consideration and action on approval of the Copperas Cove Economic Development Corporation FY2011-2012 Revised Budget. **Polo Enriquez, CCEDC Executive Director**

Council Member Meredith made a motion to approve the CCEDC FY2011-2012 Revised Budget as presented. Council Member Smith seconded the motion, which passed unanimously.

**J REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS**

**K ITEMS FOR FUTURE AGENDAS**

**L EXECUTIVE SESSION -** Mayor Hull adjourned the open meeting at 8:46 p.m. to hold Executive Session.

- 1 Pursuant to §551.072, Deliberations about Real Property, and Section 551.071, Consultations with Attorney, of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the purchase of real property and consult with attorney regarding the purchase of real property - Dewald easement.
- 2 Pursuant to §551.087, Deliberation Regarding Economic Development Negotiations, of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the offer of a financial or other incentive to a business prospect - First Advisors, Inc.

M        **RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEMS POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION** - Mayor Hull reconvened the open meeting at 9:19 p.m. and announced that no action was required as a result of discussions in Executive Session.

N        **ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at 9:19 p.m.

**ATTEST:**

\_\_\_\_\_  
John Hull, Mayor

\_\_\_\_\_  
Jane Lees, City Secretary

**City Council Regular**

**G. 4.**

**Meeting Date:** 09/20/2011

**Contact:** Andy Cedillo, Director of Parks & Leisure Services

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**SUBJECT**

Consideration and action on a resolution authorizing updates to the City's Master Plan for Parks, Recreation and Open Space, and authorizing submission of the updated Master Plan to the Texas Parks and Wildlife Department. **Andy Cedillo, Director of Parks & Leisure Services**

**BACKGROUND/HISTORY**

In September 2009 a Parks and Recreation Advisory Committee was established and directed by the City Council to perform a Parks and Recreation needs assessment. In February 2010, staff presented to City Council the Parks Needs Assessment Plan, outlining projects for Parks and Facilities within the City's Park System. Staff received feedback from Key Stakeholders, City staff, City Council and residents through the use of surveys and public forums. The common request was that additional recreation opportunities should be included in the Parks Needs Assessment.

**FINDINGS/CURRENT ACTIVITY**

Information provided from the Parks Needs Assessment Plan will be used to update the Master Plan for Parks, Recreation, and Open Space and to address the future needs of the residents of Copperas Cove for the construction of additional recreational facilities. The projects identified in the Needs Assessment were included in the CIP planning sessions.

Due to file size, a CD version of the Master Plan has been placed in the internal mailboxes for the members of the governing body.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends approval of Resolution No. 2011-38, for the Parks, Recreation and Open Space Master plan and to authorize submittal of the Plan to the Texas Parks and Wildlife Department.

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**Attachments**

Resolution Parks & Rec Master Plan

**RESOLUTION NO. 2011-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING UPDATES TO THE CITY'S MASTER PLAN FOR PARKS, RECREATION, AND OPEN SPACE, AND AUTHORIZING SUBMISSIONS OF THE UPDATED MASTER PLAN FOR PARKS, RECREATION, AND OPEN SPACE TO THE TEXAS DEPARTMENT OF PARKS AND WILDLIFE.**

**WHEREAS,** on September 8, 2009 the Copperas Cove Parks and Recreation Advisory Committee was established and the Committee by-laws were approved January 5, 2010; and

**WHEREAS,** interviews were conducted with City Council and Staff, focus groups were established, and public meetings were held with Share Holders, made up of the YMCA, Boy and Girls Club, CCISD, Copperas Cove EDC, local ministerial alliance, Chamber of Commerce, major employers, and local civic organizations to provide input for the Needs Assessment; and

**WHEREAS,** the City of Copperas Cove has developed a comprehensive Parks and Recreation Needs Assessment and Master Plan for Parks, Recreation, and Open Space; and

**WHEREAS,** the Residents of Copperas Cove, Key Stakeholders, City Staff, and City Council, have expressed their opinion in surveys and public forums that additional recreation opportunities should be included in the Parks Needs Assessment and Master Plan; and

**WHEREAS,** the City of Copperas Cove desires to update its Master Plan for Parks, Recreation, and Open Space to address the desire of its residents for construction of additional recreational facilities; and

**WHEREAS,** the City of Copperas Cove desires to formalize its desire to dedicate, conserve, and preserve open space for human use and enjoyment that is relatively free of man-made structures and whose physical characteristics will support only minimal development; and

**WHEREAS,** the Parks Needs Assessment Projects were included in the CIP Planning Sessions, and the Needs Assessment was presented to the City Council in February of 2010.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE:**

**SECTION I.**

That the Copperas Cove Parks and Recreation Advisory Committee supports the continued efforts of the Parks and Recreation Department to be able to better provide for our most valuable asset – the Citizens of Copperas Cove. Funding options for the Parks Master Plan would be in the form of a future bond issue.

**SECTION II.**

That the updated Master Plan for Parks, Recreation, and Open Space, as shown on Attachment A, is approved.

**SECTION III.**

That the City of Copperas Cove authorizes submission of the updated Master Plan for Parks, Recreation, and Open Space to the Texas Parks and Wildlife Department.

**PASSED, APPROVED AND ADOPTED** this 20th day of September 2011, at a regular called meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code* 551.001, and et.seq. At which meeting a quorum was present and voting.

\_\_\_\_\_  
John Hull, Mayor

**ATTEST:**

\_\_\_\_\_  
Jane Lees, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denton, Navarro, Rocha  
& Bernal, P.C., City Attorney

**Meeting Date:** 09/20/2011

**Contact:** Mike Baker, Fire Chief/Emergency Management Coordinator

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**SUBJECT**

Consideration and action on an emergency purchase for the asbestos remediation for Central Fire Station. **J. Mike Baker, Fire Chief**

**BACKGROUND/HISTORY**

In Article V, Financial Procedures and Fiscal Policy of the City Code of Ordinances, a process is outlined for emergency purchases. The definition of an emergency purchase: Emergency or exempted purchases / expenditures may include any one (1) or all of the following:

- (1) In case of a public calamity, the prompt purchase of items is required to relieve the necessity of the municipality's residents or to preserve the property of the municipality.
- (2) The item is necessary to preserve or protect the public health and safety of the residents of the municipality.
- (3) The items are made necessary by unforeseen damage to public property.

The designation of emergency purchase indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids are required. The authority to designate an emergency rests solely with the City Manager.

**FINDINGS/CURRENT ACTIVITY**

Per Article V of the City Code of Ordinances, all emergency purchases without a budget appropriation approved by City Council are processed through the finance department as follows:

- (1) The appropriate director shall contact the City Manager and inform them verbally of the emergency situation. At this time, the City Manager may exercise their authority to designate an emergency.
- (2) A memo will be sent the City Manager requesting them to authorize and /or declare the respective expenditure an emergency for items over \$10,000. This memo should include as much detail of the situation at hand and estimate a total cost of expenditures.
- (3) Department head and/or director will obtain quotations from a minimum of three (3) vendors for any and all expenditures at or above \$3,000. These quotations shall be documented.
- (4) If the emergency does not allow for steps (2) and (3) above to be completed, with the City manager's approval, the responsible official of the department shall take whatever steps are necessary to procure needed supplies, services or equipment to relieve the emergency situation.
- (5) The City Manager shall contact all Council Members and the Mayor, as available, to make them aware of the emergency situation.
- (6) Department head and/or director will submit documentation to finance for including as a consent item on an appropriate Council meeting agenda as soon after the expenditure or decision as possible.

All required steps above were followed to include the approval of the City Manager on September 01, 2011, a copy of the original memo submitted to the City Manager on August 31, 2011, any official quotes which was provided by TLI & Environmental Service and Ecosystems Environmental, a completed requisition and purchase order form approved by the City Manager, and a notification sent to City Council and the Mayor on September 06, 2011. The consent agenda item is the final requirement per the City's Code of Ordinances. Please find attached a copy of all items pertaining to the emergency purchase.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council approve the emergency purchase for asbestos remediation at Central Fire Station.

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**Fiscal Impact**

**Funds available Y/N?: Y**

**FINANCIAL IMPACT:**

Funds have been identified in the 2010A Limited Tax Notes to fully fund the purchases.

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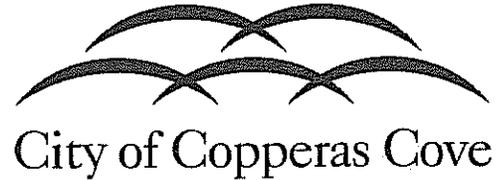
**Attachments**

Asbestos Remediation

Info Item dated 9/6/11

MEMORANDUM

TO: Andrea Gardner, City Manager  
THRU: Mike Baker, Fire Chief *QMB*  
FROM: Gary D. Young, Deputy Fire Chief *AY*  
DATE: 8/31/2011  
SUBJECT: Request to Purchase with only one Quote



**Per our purchasing policy Section IV sub-section E. I am requesting your permission to forego soliciting three competitive quotes for asbestos abatement and third party monitoring services for Central Fire Station.**

Recently while the floor coverings in the fire station were being replaced, it was determined that the older floor tiles and mastic glue contained asbestos. An asbestos survey was completed by EcoSystems Environmental and a final report of findings was presented to me on August 29, 2011. The findings from the report showed that all of the upstairs green floor tile as well as the securing mastic contained fibers of asbestos. Additionally the Battalion Chief dormitory and the radio supply storage area were identified as having green floor tiles covered with carpet as well.

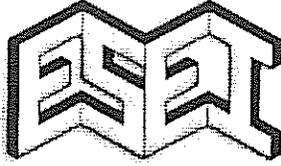
All floor coverings that contain asbestos need to be removed from the fire station by a licensed asbestos abatement company. Additionally state law requires that a third party company be utilized to monitor the abatement process and monitor air quality.

We have identified a local business (TLI Environmental Services) as a potential asbestos abatement specialist. TLI is also listed as a HUB Vendor.

This request is being made due to the need for the continued use of the fire station and the need for rapid removal of the asbestos laden products from the station. Additionally, after researching the number of asbestos abatement contractors in our area, TLI is the closest for abatement services and EcoSystems Environmental is the nearest third party monitoring service.

If you have any questions or require additional information, please let me know.

*approved  
AGardner  
9-1-11  
per sec VI of  
city purchasing  
policy?  
sec 2-113 of  
codes*



# EcoSystems Environmental, Inc.

Environmental Consulting Services

08/22/2011

Mr. Gary Young  
City of Copperas Cove  
415 South Main Street  
Copperas Cove, Texas 76522

**RE: Asbestos Survey of Target Areas at the Site Related to  
Proposed Renovation/Demolition  
415 South Main Street  
Copperas Cove, Texas 76522**

**ESEI Project # 11026182**

Dear Mr. Young:

EcoSystems Environmental, Inc. (ESEI) was retained by City of Copperas Cove (hereinafter, the Client) to conduct a limited asbestos survey at the Site within the following Target Areas, as identified by the Client:

**415 South Main Street**

The attached report summarizes these services in accordance with our discussions. **Regulated amounts of asbestos were detected in the floor tile and floor tile mastic.** The sample results summary is attached in Appendix A of this report. ESEI licenses are attached in Appendix B of this report. The laboratory analytical results are attached in Appendix C of this report. Site drawings are attached in Appendix D of this report. If you have any questions on this report or any other matter, please do not hesitate to call me at (512) 257-8788.

Sincerely,

EcoSystems Environmental, Inc.

A handwritten signature in black ink that reads 'Wade Champion'. The signature is written in a cursive, flowing style and is positioned above a horizontal line.

Wade Champion  
Individual Asbestos Consultant  
DSHS License No. 10-5410  
Expiration Date: 8/25/2011

**1.0 SERVICES**

<b>TABLE I SERVICES SUMMARY</b>	
<b>Client</b>	City of Copperas Cove 415 South Main Street Copperas Cove, Texas 76522
<b>Site Address</b>	415 South Main Street, Copperas Cove, Texas 76522
<b>Target Areas identified by Client:</b>	415 South Main Street
<b>Scope of Work</b>	
<ol style="list-style-type: none"> <li>1. Conduct a preliminary visual reconnaissance of the renovation/demolition Target Areas identified by the Client to visually determine the presence of suspect ACM</li> <li>2. In the event suspect ACM is identified, visually assess suspect ACM for variations in color, texture, thickness, and other characteristics useful in determining the material's uniformity and homogeneous area</li> <li>3. In the event suspect ACM is identified, evaluate current physical condition, friability and potential for damage, assign hazard ratings and estimate quantities</li> <li>4. Collect samples of identified and reasonably accessible suspect ACM within Target Areas</li> <li>5. Send suspect ACM samples to laboratory for analysis of asbestos content, if any</li> <li>6. Prepare report summarizing results</li> </ol>	
<b>Sample Date(s):</b>	08/18/2011
<b>Inspector(s):</b>	Wade Champion
<b>DSHS License #:</b>	10-5410
<b>Samples Collected:</b>	A total of 15 samples of suspect asbestos-containing materials were collected, as agreed with the Client, within reasonably accessible portions of the Target Areas
<b>Analytical Lab:</b>	ESEI's in-house asbestos laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) through the National Institute for Standards and Technology (ID Code No. 101162) and licensed as a DSHS licensed asbestos bulk laboratory (License No. 30-0117).
<b>No. of Samples Analyzed:</b>	15
<b>Analyzed Date:</b>	08/22/2011
<b>Report Date:</b>	08/22/2011
<b>Analytical Method:</b>	Polarized Light Microscopy (PLM) using the Environmental Protection Agency (EPA) "Interim Method for Determination of Asbestos in Bulk Insulation Samples" [40 CFR Chapter 1 (1-1-87 Edition) Part 763, Subpart F, Attachment III]
<b>General information about suspect ACM</b>	
<p>Asbestos has historically been a component of a wide variety of building materials. These types of building materials, which may potentially contain asbestos, are termed "suspect asbestos-containing materials" (or suspect ACM). Suspect ACM may or may not contain asbestos. The actual asbestos content of a suspect material can be determined only through proper sampling and analysis performed by a qualified building inspector and laboratory.</p> <p>Pursuant to the National Emission Standards for Hazardous Air Pollutants (NESHAP) asbestos regulation (40 CFR §61.141, et seq.) ACM can be classified into two categories: friable ACM which can be reduced to powder or crumbled under light hand pressure (e.g., ceiling textures and thermal system insulation) and nonfriable ACM, which are materials that cannot be easily crumbled (e.g., floor tile and floor tile mastic).</p> <p>Regulated asbestos containing materials (RACM) which are those materials containing over 1% asbestos as defined under asbestos NESHAP.</p>	

## **2.0 STANDARD OF CARE AND LIMITATIONS:**

This report was prepared for the exclusive use of the Client named herein to aid in the identification and management of ACM and RACM in the renovation/demolition Target Areas identified by the Client. ESEI performed its services in a manner consistent with the level of care and expertise exercised by asbestos professionals performing the same or similar services at the same time and in the same geographic area.

Samples for this asbestos survey were collected from discrete sample locations within the rooms and areas specifically identified herein (i.e., Target Areas). While attempts were made to obtain representative samples most likely to contain asbestos, findings and conclusions herein are necessarily limited by the number of samples taken and access provided for sampling activities. *The results herein cannot guarantee that no asbestos is present in any area not sampled.* This asbestos survey was *not intended to be a comprehensive asbestos inspection of the site*, nor was it intended to be used for evaluation of worker health and safety conditions. To determine whether regulated ACM is present at other locations not sampled herein, a *comprehensive asbestos inspection of the site* would be necessary.

Conclusions and recommendations herein represent the professional opinions of the ESEI personnel involved with the project. The results of this report should not be considered as legal interpretation of existing federal, state or local environmental, health and safety laws or regulations. ESEI assumes no responsibility or liability for errors in information or data provided by third party sources.

## **3.0 REPORT USE AND RELIANCE:**

This report represents ESEI's services as of the sampling date. As our final document, it may not be altered after final issuance. This study and report were prepared on behalf of and for the exclusive use of the Client solely for its use and reliance in determining the presence of RACM in identified Target Areas of the site. The Client was the only party to which ESEI explained the risks and was solely involved in shaping the scope of services. Accordingly, reliance on this report by any other party may involve assumptions leading to an unintended interpretation of findings and opinions. With the consent of ESEI and the Client, ESEI may offer reliance to third parties or contract with other parties to develop findings and opinions related to such party's unique risk management concerns. Notwithstanding the foregoing, any and all third party reliance upon this Report shall be limited to the fair market value of the services undertaken to perform this Report as of the report date.

## **4.0 METHODOLOGIES:**

### **4.1 Sampling**

This limited inspection was guided by the Texas Asbestos Health Protection Rules (TAHPR) (see 25 TAC § 295.58) and generally in accord with AHERA (the Asbestos Hazard Emergency Response Act of 1986, Public Law 99-519) sampling protocols (see 40 CFR §§ 763.86 and 763.88). The AHERA sampling protocols are statistically-based and were originally developed to implement AHERA which amends the Federal Toxic Substances Control Act (see 15 USC, §2641, et seq.). These rules are often followed by the OSHA, and the Department of State Health Services (DSHS). ESEI generally followed these sampling protocols to in an effort to collect representative samples of the various suspect building materials in the Target Areas.

Suspect ACM samples were collected by physically removing a small portion (approximately one square inch) of the suspect material using a sharp instrument. All layers of the material samples were penetrated and registered as separate samples. Disturbance of adjacent material was minimized during the sampling activities. Each sample was placed into a separate labeled container and then sealed. Each sample was labeled with the sample number

and collection location, and a chain-of-custody form was completed. The sampling instrument was cleaned between each sample collected to mitigate potential cross-contamination between samples collected.

#### 4.2 Analytical Procedures

If the results of the bulk laboratory analysis reveal asbestos, the percentage of asbestos contained within the sample is compared with criteria outlined in the EPA definition of asbestos-containing material (and which value is also followed by OSHA and DSHS). If a concentration of greater than one percent (1%) asbestos is reported, it is defined by the Asbestos NESHAP as a positive identification and the material could be considered RACM depending upon the nature of the ACM and its coverage.

The Asbestos NESHAP states that RACM (as defined in 40 CFR §61.141) containing less than 10% asbestos should be verified by point counting. If bulk sampling analysis determines that asbestos content of a friable asbestos sample is less than 10%, the building owner may: (i) elect to assume the asbestos content to be greater than 1% and treat the material as RACM, or (ii) require verification of asbestos content by point counting. If a result obtained by point counting is different from a result obtained by visual estimation, the point count result is used.

#### 5.0 RECOMMENDATIONS:

Based upon the foregoing results, **if applicable**, ESEI offers the recommendations presented below. Such recommendations should be implemented *prior* to the commencement of any renovation or demolition activities or other activities that would potentially disturb the identified ACM or RACM at the site.

- Identified ACM, including nonfriable ACM, *that will be disturbed by renovation or demolition activities* should be removed as soon as feasibly possible by appropriately licensed personnel and in accordance with applicable laws and regulations.
- Identified ACM which *will not be disturbed by renovation or demolition activities but which is damaged*, should be repaired or encapsulated (by appropriately licensed personnel and in accordance with applicable laws and regulations) to prevent future damage.
- *ACM to remain in place* should be enclosed in airtight impermeable barrier or encapsulated to prevent damage.
- An *Asbestos Operation and Maintenance Program* should be implemented to manage existing ACM in place.

In the event renovation or demolition activities are slated for portions of the site outside of the Target Areas, an asbestos survey should be performed for those portions of the site—*prior* to the initiation of renovation or demolition activities.

**APPENDICES**

**APPENDIX A**  
**SAMPLE RESULTS SUMMARY**

**TABLE II**  
**RESULTS SUMMARY**  
(Condition/Friability Codes are listed below table)

Sample No.	Asbestos %age	Description of Sampled Material	Location	Condition/Friability	Estimated Quantity
1	3	Green / (Non-Friable) / 12 x 12 Floor Tile	On Concrete, Battalion Chief Dorm Room	2	150 SQ. FT.
2	6	Black / (Non-Friable) / Floor Tile Mastic	On Concrete, Battalion Chief Dorm Room	2	Same as No. 1
3	3	Green / (Non-Friable) / 12 x 12 Floor Tile	On Plywood, 2nd Floor, Northwest	2	900 SQ. FT.
4	7	Black / (Non-Friable) / Floor Tile Mastic	On Plywood, 2nd Floor, Northwest	2	Same as No. 3
5	3	Green / (Non-Friable) / 12 x 12 Floor Tile	On Plywood, 2nd Floor, Restroom	2	Same as No. 3
6	8	Black / (Non-Friable) / Floor Tile Mastic	On Plywood, 2nd Floor, Restroom	2	Same as No. 3
7	0	Brown / (Non-Friable) / Cove Base Mastic	2nd Floor, Northeast	N/A	N/A
8	0	Brown / (Non-Friable) / Cove Base Mastic	2nd Floor, Stair	N/A	N/A
9	0	Brown / (Non-Friable) / Cove Base Mastic	2nd Floor, Southeast Door	N/A	N/A
10	0	Black / (Non-Friable) / Carpet Mastic	On Plywood, Under Red Carpet, Northeast	N/A	N/A
11	0	Black / (Non-Friable) / Carpet Mastic	On Plywood, Under Red Carpet, Northeast Center	N/A	N/A
12	0	Black / (Non-Friable) / Carpet Mastic	On Plywood, Under Red Carpet, Southeast	N/A	N/A
13	0	Yellow / (Non-Friable) / Carpet Mastic	Battalion Chief Dorm Room	N/A	N/A
14	0	Yellow / (Non-Friable) / Carpet Mastic	2nd Floor, Stairs	N/A	N/A
15	0	Yellow / (Non-Friable) / Carpet Mastic	2nd Floor, Stairs	N/A	N/A

**Friability Codes:**

- 1 - Friable: ACM that, when dry, can be crumbled, pulverized, or reduced to powder by normal hand pressure.
- 2 - Category I Nonfriable: ACM packings, gaskets, resilient floor covering, and asphalt roofing products.
- 3 - Category II Nonfriable: ACM, excluding Category I Nonfriable ACM, that, when dry, cannot be crumbled, pulverized, or reduced to powder by normal hand pressure.

**APPENDIX B**

**LICENSES**



# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

## ECOSYSTEMS ENVIRONMENTAL INC

*is certified to perform as a*

### Asbestos Consultant Agency

*in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.*

A handwritten signature in cursive script, appearing to read "David Lahey MD".

DAVID LAKEY, M.D.  
COMMISSIONER OF HEALTH

License Number: 100008

Control Number: 96255

Expiration Date: 12/29/2011

(Void After Expiration Date)

VOID IF ALTERED      NON-TRANSFERABLE



TEXAS DEPARTMENT OF STATE HEALTH SERVICES  
ECOSYSTEMS ENVIRONMENTAL INC

*is certified to perform as a*

Asbestos Laboratory  
PCM, PLM

*in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.*

A handwritten signature in cursive script, appearing to read "David Lahey, M.D.".

DAVID LAKEY, M.D.  
COMMISSIONER OF HEALTH

License Number: 300117

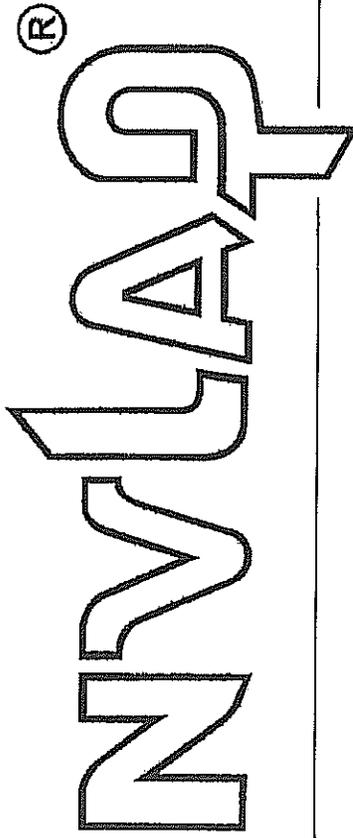
Control Number: 95690

Expiration Date: 11/1/2012

(Void After Expiration Date)

VOID IF ALTERED      NON-TRANSFERABLE

United States Department of Commerce  
National Institute of Standards and Technology



---

# Certificate of Accreditation to ISO/IEC 17025:2005

---

NVLAP LAB CODE: 101162-0

**EcoSystems Environmental, Inc.**  
Carrollton, TX

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:

## **BULK ASBESTOS FIBER ANALYSIS**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2011-04-01 through 2012-03-31

Effective dates



*Dolly J. Bruce*  
For the National Institute of Standards and Technology



**Texas Department of  
State Health Services**

Asbestos Individual Consultant

**WADE E CHAMPION**

**License No. 105410**

**Control No. 95816**

**Expiration Date: 8/25/2011**



**APPENDIX C**  
**LABORATORY ANALYTICAL RESULTS**



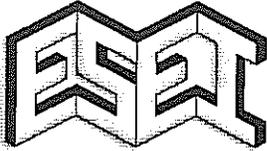
**EcoSystems Environmental, Inc.**  
**Environmental Consulting Services**

<b>Client:</b>	City of Copperas Cove
	415 South Main Street
	Copperas Cove, Texas 76522
<b>Project:</b>	415 South Main Street
	Copperas Cove, Texas 76522
Report Date: 08/22/2011	
ESEI Project #: 1102 6182	

PLM BULK ASBESTOS ANALYSIS  
 (NVLAP CODE NO. 101162, TDSHS LAB LICENSE NO. 30-0117)

Client Project #:

Sample # / Lab	Sample Location / Material Sampled	Layer %	Non-Asbestos		Fibrous Material		Asbestos Type	
			Non-Fibrous Material					
1 11-33851	On Concrete, Battalion Chief Dorm Room 12 x 12 Floor Tile Green/Non-Friable	A	Binder/Carbonate	95 %	Cellulose	2 %	Chrysotile	3 %
							<b>Total</b>	<b>3 %</b>
2 11-33851	On Concrete, Battalion Chief Dorm Room Floor Tile Mastic Black/Non-Friable	A	Binder/Tar	92 %	Cellulose	2 %	Chrysotile	6 %
							<b>Total</b>	<b>6 %</b>
3 11-33851	On Plywood, 2nd Floor, Northwest 12 x 12 Floor Tile Green/Non-Friable	A	Binder/Carbonate	96 %	Cellulose	1 %	Chrysotile	3 %
							<b>Total</b>	<b>3 %</b>
4 11-33851	On Plywood, 2nd Floor, Northwest Floor Tile Mastic Black/Non-Friable	A	Binder/Tar	90 %	Cellulose	3 %	Chrysotile	7 %
							<b>Total</b>	<b>7 %</b>
5 11-33851	On Plywood, 2nd Floor, Restroom 12 x 12 Floor Tile Green/Non-Friable	A	Binder/Carbonate	95 %	Cellulose	2 %	Chrysotile	3 %
							<b>Total</b>	<b>3 %</b>
6 11-33851	On Plywood, 2nd Floor, Restroom Floor Tile Mastic Black/Non-Friable	A	Binder/Tar	90 %	Cellulose	2 %	Chrysotile	8 %
							<b>Total</b>	<b>8 %</b>
7 11-33851	2nd Floor, Northeast Cove Base Mastic Brown/Non-Friable	A	Binder/Gluc	97 %	Cellulose	3 %	None Det.	0 %
							<b>Total</b>	<b>0 %</b>



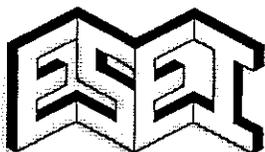
**EcoSystems Environmental, Inc.**  
**Environmental Consulting Services**

<b>Client:</b>	City of Copperas Cove
	415 South Main Street
	Copperas Cove, Texas 76522
<b>Project:</b>	415 South Main Street
	Copperas Cove, Texas 76522
	,
<b>Report Date: 08/22/2011</b>	
<b>ESEI Project #: 1102 6182</b>	

PLM BULK ASBESTOS ANALYSIS  
 (NVLAP CODE NO. 101162, TDSHS LAB LICENSE NO. 30-0117)

Client Project #:

Sample # / Lab	Sample Location / Material Sampled	Layer %	Non-Asbestos		Fibrous Material	Asbestos Type	
			Non-Fibrous Material				
8 11-33851	2nd Floor, Stair Cove Base Mastic Brown/Non-Friable	A	Binder/Glue	98 %	Cellulose	2 %	None Det. 0 %
						<b>Total</b>	<b>0 %</b>
9 11-33851	2nd Floor, Southeast Door Cove Base Mastic Brown/Non-Friable	A	Binder/Glue	96 %	Cellulose	4 %	None Det. 0 %
						<b>Total</b>	<b>0 %</b>
10 11-33851	On Plywood, Under Red Carpet, Northeast Carpet Mastic Black/Non-Friable	A	Binder/Carbonate Quartz	92 % 5 %	Cellulose	3 %	None Det. 0 %
						<b>Total</b>	<b>0 %</b>
11 11-33851	On Plywood, Under Red Carpet, Northeast Center Carpet Mastic Black/Non-Friable	A	Binder/Carbonate Quartz	93 % 5 %	Cellulose	2 %	None Det. 0 %
						<b>Total</b>	<b>0 %</b>
12 11-33851	On Plywood, Under Red Carpet, Southeast Carpet Mastic Black/Non-Friable	A	Binder/Carbonate Quartz	90 % 5 %	Cellulose Synthetic	2 % 3 %	None Det. 0 %
						<b>Total</b>	<b>0 %</b>
13 11-33851	Battalion Chief Dorm Room Carpet Mastic Yellow/Non-Friable	A	Binder/Glue	97 %	Cellulose Synthetic	2 % 1 %	None Det. 0 %
						<b>Total</b>	<b>0 %</b>
14 11-33851	2nd Floor, Stairs Carpet Mastic Yellow/Non-Friable	A	Binder/Glue	96 %	Cellulose Synthetic	2 % 2 %	None Det. 0 %
						<b>Total</b>	<b>0 %</b>
15 11-33851	2nd Floor, Stairs Carpet Mastic Yellow/Non-Friable	A	Binder/Glue	97 %	Cellulose Synthetic	1 % 2 %	None Det. 0 %
						<b>Total</b>	<b>0 %</b>



**EcoSystems Environmental, Inc.**  
**Environmental Consulting Services**

<b>Client:</b>	<b>City of Copperas Cove</b>
	<b>415 South Main Street</b>
	<b>Copperas Cove, Texas 76522</b>
<b>Project:</b>	<b>415 South Main Street</b>
	<b>Copperas Cove, Texas 76522</b>
	<b>,</b>
	<b>Report Date: 08/22/2011</b>
	<b>ESEI Project #: 1102 6182</b>

**PLM BULK ASBESTOS ANALYSIS**  
 (NVLAP CODE NO. 101162, TDSHS LAB LICENSE NO. 30-0117)

**Client Project #:**

**BACKGROUND:**

EcoSystems Environmental, Inc. (ESEI) is accredited by the National Voluntary Laboratory Accreditation Program, NVLAP Lab Code 101162-0 through the National Institute of Standards and Technology (NIST). ESEI is also licensed and authorized to perform as an asbestos laboratory by the Texas Department of State Health Services (License No. 30-0117). This report may not be used to claim product certification approval or endorsement by NVLAP, NIST, or any agency of the federal government.

**METHOD & LAYERING:**

Bulk samples are prepared and analyzed in accordance with the polarized light microscopy procedures outlined in the EPA-600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples and alternate EPA/600/R-93/116. The test reports cannot be reproduced except in full and with ESEI's permission.

When a sample consists of two or more distinct layers or materials, each layer is analyzed and reported separately. Any layer containing more than 1% asbestos is declared by the National Emission Standards for Hazardous Air Pollutants (NESHAP) as an asbestos-containing material (ACM).

**PERCENTAGES & POINT COUNTING**

Reported percentages of asbestos are visual estimates by volume; quantitation is achieved by utilizing a stereobinocular microscope. The Asbestos NESHAP Revision Final Rule states that regulated asbestos-containing materials (as defined in 40 CFR Section 61.141) containing less than 10% asbestos (including the samples that contain a trace or less than 1% asbestos which are considered by the EPA as asbestos-containing materials if analyzed by Polarized Light Microscopy (PLM) may be verified by point counting. If the lab detects the asbestos content of a sample to be <10%, the client may: 1) elect to assume the amount to be greater than 1% and treat the material as asbestos containing or 2) require the verification of the amount by point counting. If a result obtained by point counting is different from a result obtained by visual estimation, the point count result will be used. Samples for which no asbestos is detected by the PLM do not need to be point counted.

**TYPES OF ASBESTOS:**

Asbestos is a general term to one of several naturally occurring fibrous minerals. These are divided into two categories: serpentine and amphiboles. Chrysotile, a serpentine, is the most commonly found form of asbestos. The five other types are all amphiboles. These include Amosite, (fibrous grunerite), Crocidolite (fibrous riebeckite), fibrous Anthophyllite, fibrous Tremolite and fibrous Actinolite.

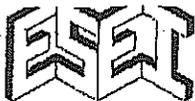
**BACKGROUND MATERIALS:**

Materials which do not contain Asbestos are reported for each sample. These background materials are divided into Fibrous and non-fibrous types. Common Fibrous materials include glass, mineral wool, cellulose, paper, and synthetics (nylon, rayon, Dacron). Common non-fibrous materials include binder (glues), mica, quartz, vermiculite, clays, lizardite and talc.

**SAMPLE STORAGE:**

Bulk samples are double bagged and stored for 90 days unless otherwise arranged with the client. Samples can be returned within 90 day period upon receipt of written authorization and payment of a return fee.

Cindy Watkins - Analyst



**EcoSystems Environmental, Inc.**  
Environmental Consulting Services

DSHS Laboratory No. 30-0117

11-33051

**CHAIN OF CUSTODY SHEET**

NVLAP No. 101162-0

Client: CITY OF COPPOLAS COVS	Inspector: WEC	License No. 10-5410
Project: HIS S MAIN STREET COPPOLAS COVS TX		
Telephone:	Fax:	Project No.: 11026182

TAT: Normal  24 Hour  Other \_\_\_\_\_ P.O. #: \_\_\_\_\_ Date: 3/19/2011 Analysis: PLM

Sample ID	Sample Description/Location	C/F	EQ
1	12 X 12 GREEN ON CONCRETE BATTALION CHIEF DORM ROOM	2	150 SF
2	MASTIC " "		4
3	12 X 12 GREEN ON PLYWOOD 2ND FLOOR NW		700 SF
4	MASTIC		
5	12 X 12 GREEN 2ND FLOOR WRESTROOM		
6	MASTIC " "		
7	COVE BASE MASTIC 2ND FLOOR NB		250 SF
8	↓ ↓ ↓ ↓ STAIR		
9	↓ ↓ ↓ ↓ SE DOOR		
10	CARPET MASTIC ON PLYWOOD UNDER RED CARPET NB		820 SF
11	↓ ↓ ↓ ↓ NB CORN		
12	↓ ↓ ↓ ↓ SE		
13	YELLOW CARPET MASTIC BATTALION CHIEF DORM ROOM		150 SF
14	↓ ↓ ↓ ↓ 2ND FLOOR STAIRS		100 SF
15	↓ ↓ ↓ ↓ " " "		

Relinquished by:	Date/Time: 3/19/2011	Received by:	Date/Time: 3/19/11 1:02 PM
Relinquished by: _____	Date/Time: _____	Received by: _____	Date/Time: _____
Relinquished by: _____	Date/Time: _____	Received by: _____	Date/Time: _____

**APPENDIX D**  
**SITE DRAWINGS**

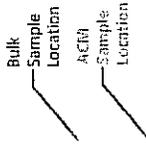
EcoSystems  
Environmental,  
Inc.

2812 Trinity Square  
Drive, Suite 108  
Carrollton, Texas  
75006

972.416.0520  
972.416.4512 fax  
www.esel.net

Project No. 11026182  
By: NRH  
Approved By: W/C  
Submitted: 8/24/2011  
Scale: NTS

Notes:



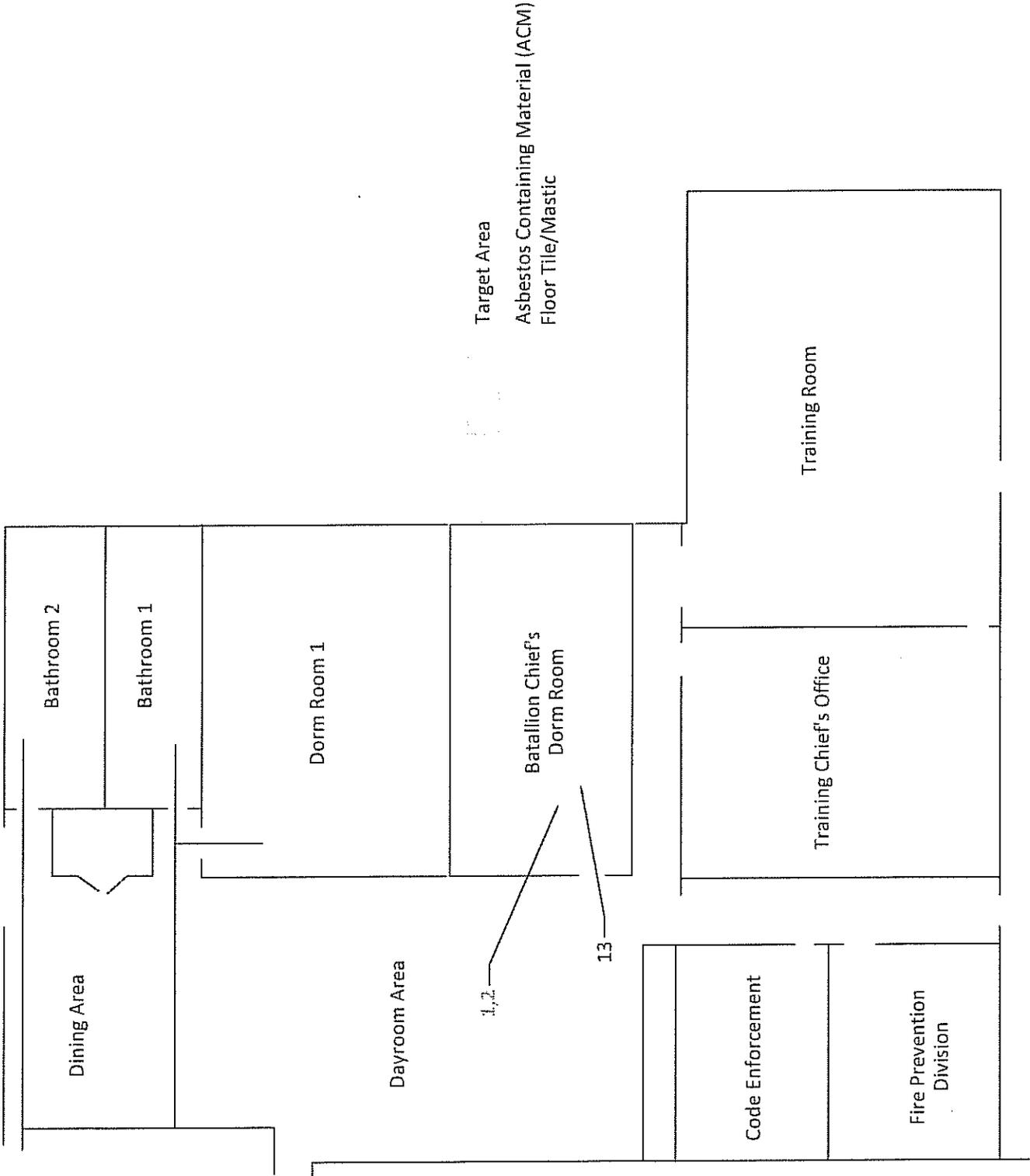
A Project for  
CITY OF COPPERAS COVE  
Copperas Cove, Texas

415 South Main

415 South Main Street  
Copperas Cove,  
Texas

Sample  
Location  
Plan

Figure 1



FIRST FLOOR

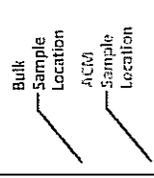
EcoSystems  
Environmental,  
Inc.

2812 Trinity Square  
Drive, Suite 108  
Carrallton, Texas  
75006

972.416.0520  
972.416.4512 fax  
www.essr.net

Project No. 11026182  
By: NRH  
Approved By: WC  
Submitted: 8/24/2011  
Scale: NTS

Notes:

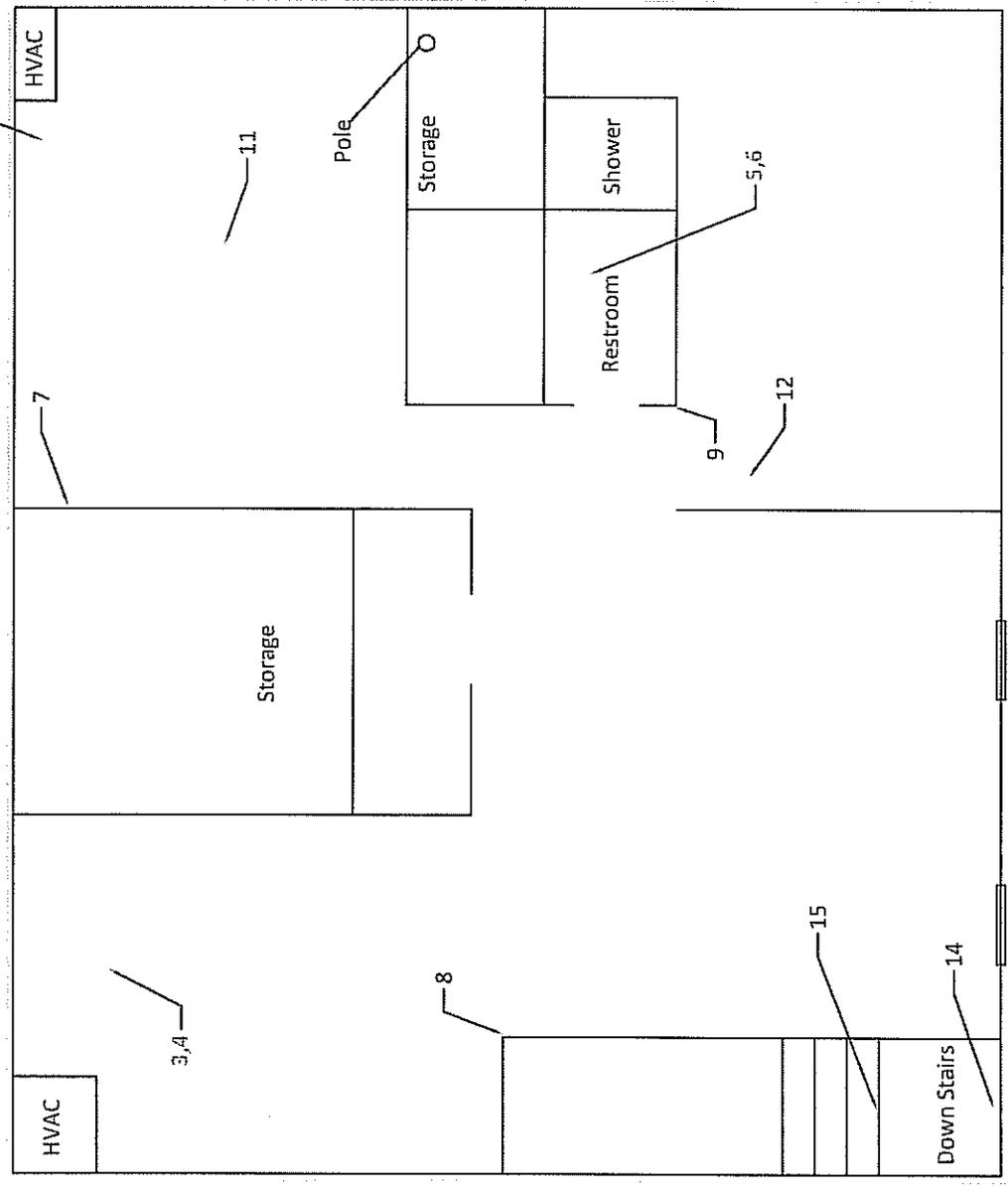


A Project for:  
CITY OF COPPERAS COVE  
Copperas Cove, Texas

415 South Main  
415 South Main Street  
Copperas Cove,  
Texas

Sample  
Location  
Plan

Figure 2



SECOND FLOOR

EcoSystems  
Environmental,  
Inc.

2812 Trinity Square  
Drive, Suite 108  
Carrollton, Texas  
75006

972.416.0520  
972.416.4512 fax  
www.esei.net

Project No. 11026182  
By: NRH  
Approved By: W/C  
Submitted: 8/24/2011  
Scale: NTS

Notes:

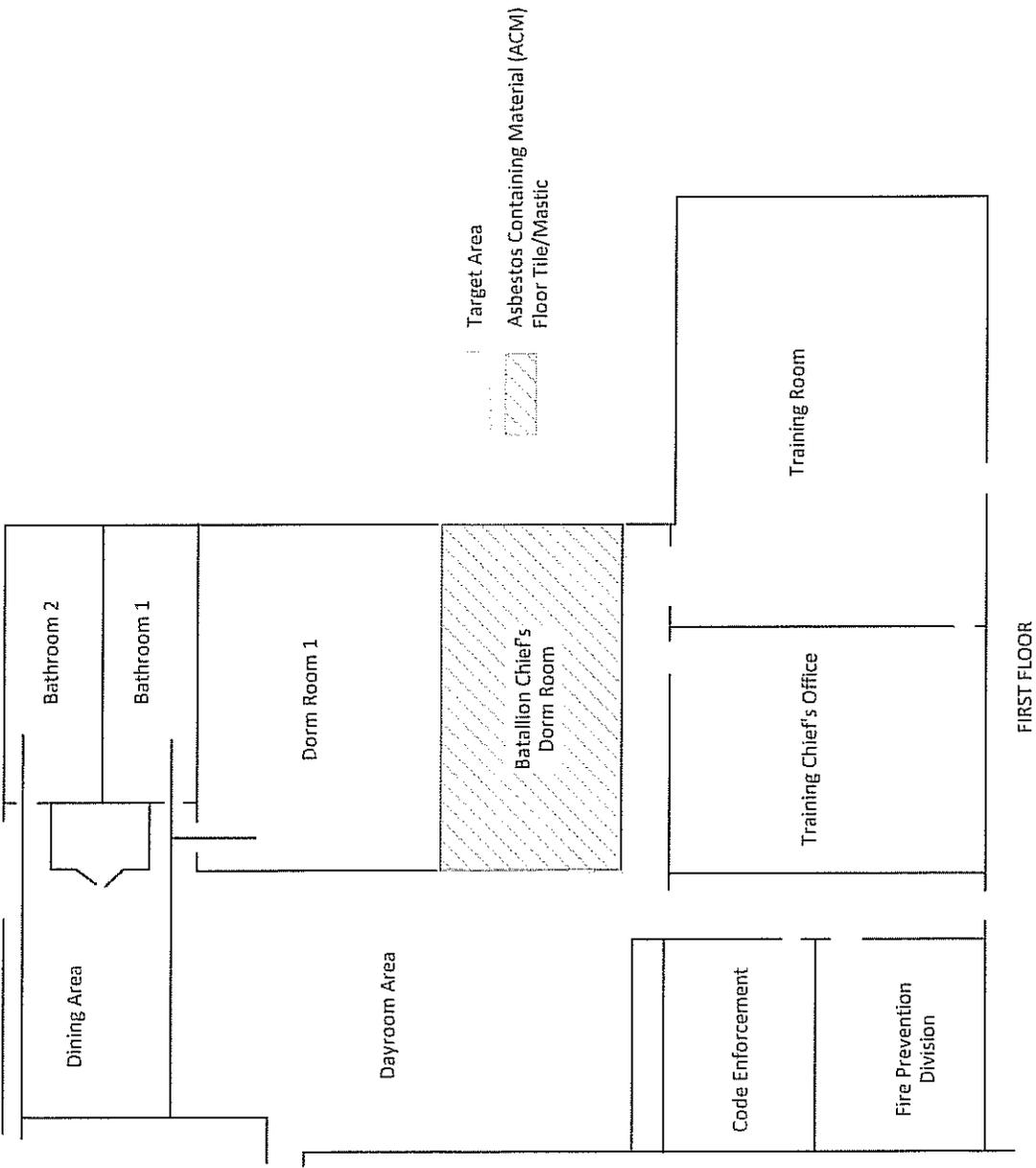


A Project for:  
CITY OF COPPERAS COVE  
Copperas Cove, Texas

415 South Main  
415 South Main Street  
Copperas Cove,  
Texas

ACM  
Location  
Plan

Figure 3



EcoSystems  
Environmental,  
Inc.  
2812 Trinity Square  
Drive, Suite 108  
Carrollton, Texas  
75006

972.416.0520  
972.416.4512 fax  
www.esel.net

Project No. 11026182  
By: NRH  
Approved By: WC  
Submitted: 8/24/2011  
Scale: NTS

Notes:

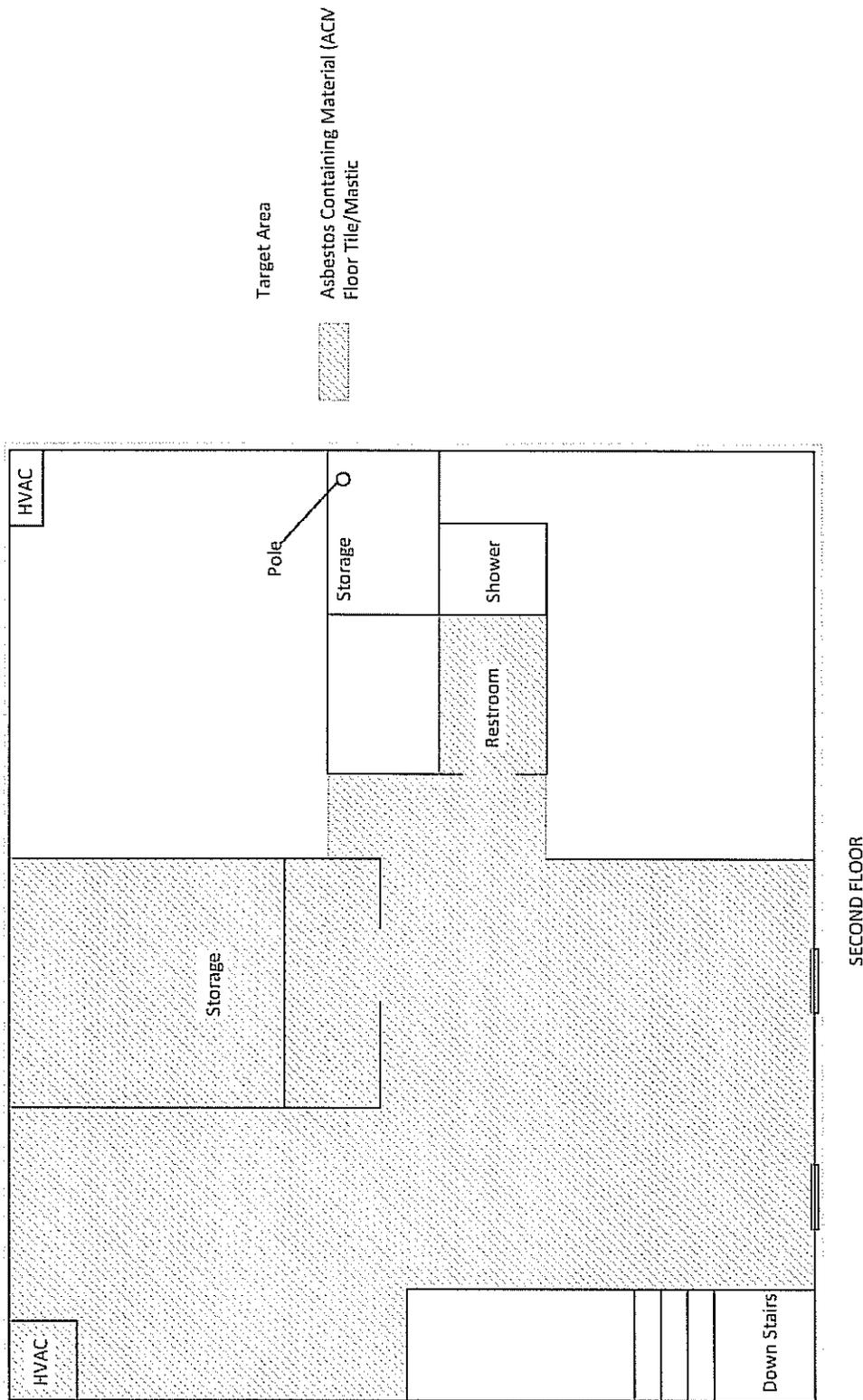


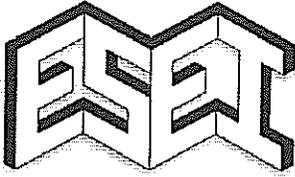
A Project for  
CITY OF COPPERASCOVE  
Copperas Cove, Texas

415 South Main  
415 South Main Street  
Copperas Cove,  
Texas

ACM  
Location  
Plan

Figure 4





# **EcoSystems Environmental, Inc.**

## **Environmental Consulting Services**

August 29, 2011

Gary Young  
Deputy Fire Chief  
415 South Main Street  
Copperas Cove, Texas 76522

**RE: Asbestos Management Services**  
**415 South Main Street, Copperas Cove TX - Abatement Project**  
**ESEI Proposal No. P0224**

**Dear Chief Young:**

EcoSystems Environmental, Inc. (ESEI) appreciates the opportunity to provide this proposal for asbestos management services as discussed in more detail below.

### **1.0 Site Description: 415 South Main Street, Copperas Cove TX - Abatement Project**

The asbestos management services described in this proposal can be performed at above referenced Site(s). Materials to be abated by selected contractor include asbestos containing materials identified by ESEI.

### **2.0 Project Specifications**

ESEI will develop the technical specifications for the abatement and disposal of asbestos-containing materials (ACM) at the Site(s). These specifications will be based upon the survey conducted by ESEI, Others or assumed material. The specifications will include project scope of work, submittals and notifications, preparation and maintenance of work areas, and abatement work methodology.

### **3.0 Pre-Construction Activities**

ESEI will attend and lead necessary pre-construction meetings. ESEI will be available to answer questions and address comments by subcontractors concerning such topics as required work procedures, project scope of work, final scheduling, and project specifications. The Contractor will prepare the Texas Department of State Health Services notification applicable to this ACM abatement project, for the owner.

### **4.0 On-Site ACM Management and Testing Services**

ESEI will provide on-site personnel to monitor the work performed by the abatement contractor. ESEI personnel will hold applicable licenses for air monitoring technicians and project managers. As part of its services, ESEI will provide compliance area sampling and analysis during all abatement phases of this project. Air samples will be analyzed on-site utilizing phase contrast microscopy (PCM) according to the NIOSH 7400 method of analysis. At the close of the project, ESEI personnel will perform closure air monitoring.

### **5.0 Final Report**

At the completion of the ACM abatement activities, ESEI will provide to the Client a Final Report documenting the following: daily logs of work activities, inspection reports conducted during the project, post-project submittals, and results of on-site laboratory analyses, performed by ESEI.

## 6.0 Project Fees

The following represent the fees for the above described and below listed services by ESEI:

- Asbestos Abatement Specifications \$ 650
  - Air Monitoring and Onsite Management – Daily Rate (estimated 4 days @ \$600/day) \$ 2,400
- TOTAL ESTIMATE \$ 3,050**

ESEI's total management fee will be based on the number of days required to complete all asbestos abatement activities. Hours over 10 per day will be billed at time and half. Payment on the invoice is due within 30 days of receipt of the final report. This fee does not include any costs associated with services not specifically addressed above.

## 7.0 Standard of Care and Limitations

The foregoing services will be performed in accordance with generally accepted practices of the profession undertaken in similar studies at the same time and in the same geographical area. No other warranties, either expressed or implied, apply to the services hereunder. ESEI cannot warrant the accuracy of prior reports and services performed by other firms for this site.

The Final Report documenting the services will be prepared for the exclusive use of the Client. ESEI may offer reliance to third parties subject to ESEI standard terms, limitation and conditions in its Professional Services Agreement.

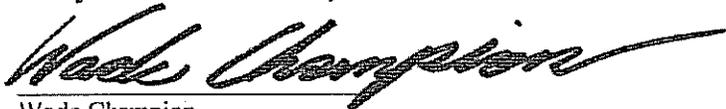
## 8.0 Schedule, Notice to Proceed

This project can proceed upon receipt (by fax) of a signed service agreement (attached). This proposal will remain in effect for 30 days. ESEI will commence with this project within seven to ten business days within receipt of a signed Professional Service Agreement or issuance of a purchase order. *In the event a signed Professional Service Agreement is not received prior to commencement of the Services, then the parties agree via signatures below that initiation of Services hereunder shall constitute agreement and acceptance of the terms presented in the ESEI Professional Service Agreement provided along with this proposal.*

Again, we appreciate the opportunity to provide this proposal. If you have any questions, please contact the undersigned at (512) 257-8788 or by fax at (512) 257-8263.

Sincerely,

**EcoSystems Environmental, Inc.**



Wade Champion  
Project Manager  
Individual Asbestos Consultant  
TDSHS License #10-5410

## PROFESSIONAL SERVICES AGREEMENT

Client: City of Copperas Cove  
Client Address: 415 S. Street  
Copperas Cove TX 76522  
Client Phone: (254) 547 72514 FAX: (254) 547 3478  
Client Contact: Gary Young  
Agreement Effective Date: August 29, 2011  
Agreement Type:

Multi-Project (see applicable Task Order)

Single-Project: (Proposal No. P0224)

This Professional Services Agreement is made between Ecosystems Environmental, Inc. ("Consultant") and the above-listed Client ("Client"). In consideration of the mutual agreements herein and subject to the following terms and conditions, the parties mutually agree as follows:

### Section 1. Scope of Services and Payment

1.1 For Single-Project services, Consultant will perform services set forth in a proposal, incorporated herein by reference (the "Proposal"). For Multi-Project services, Consultant shall perform services detailed in individual task orders authorized by Client from time to time ("Task Order"). The foregoing services are herein collectively called the "Services." For purposes of this Agreement, the term "site" shall mean the Services location specified in the applicable Proposal or Task Order. Consultant will commence and complete the Services as per the schedule set forth in the applicable Proposal or Task Order. All Proposals and Task Orders are subject to all terms and conditions of this Agreement. To the extent that a Proposal or Task Order conflicts with terms of this Agreement, the terms of this Agreement shall control. *Initiation of the Services shall constitute agreement and acceptance of the terms hereunder.* Proposals and Work Orders (and costs thereunder) are valid for 30 days.

1.2 In consideration for performing the Services, Consultant shall be paid as detailed in the applicable Proposal or Task Order ("Project Cost"). In the event Consultant is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, Client will pay Consultant for time and expenses in accordance with Consultant's then current fee schedule. As allowed under applicable law, Client agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Consultant should collection measures or proceedings be necessary to collect on Client's overdue account.

1.3 If Client objects to any portion of an invoice, it shall notify Consultant in writing within fifteen (15) days from the date of actual receipt of the invoice and shall timely pay that portion of the invoice not in dispute. Past due invoices and any sums improperly withheld by Client shall accrue interest thereon at 1.5% per month but not exceeding the maximum legal rate.

**Section 2. Confidentiality.** Consultant will not disclose to third parties data developed during the Services and Client information except to the extent that same (i) is required by a governmental authority to perform the Services; (ii) is published or comes into the public domain through no fault of Consultant; (iii) is received by Consultant from others who lawfully possess it; or (iv) is required to be disclosed by Consultant under an order or law. Consultant will notify Client if disclosure is necessary under item (iv), above. Should Client request return of the foregoing data, Consultant may retain a copy of such data. Client understands and agrees that any release of documents developed during the Services is at Client's sole risk, and Client agrees to indemnify and hold harmless Consultant from any and all claims or damages arising out of the unauthorized release of Work Product by Client to third parties. All spill, release or similar notifications required by law shall be the responsibility of the Client, unless otherwise agreed. Proprietary concepts, systems and ideas developed during the Services shall remain the sole property of Consultant.

**Section 3. Relationship of Parties.** Consultant, its employees, agents, affiliates or subcontractors shall act solely as independent contractors in performing the Services. Except as provided by a Task Order, Consultant shall have no right or authority to act for Client and will not enter into any agreement, or incur any debt, liability or obligation in the name of or on behalf of Client. Consultant will pay salaries, wages, expenses, social security and unemployment taxes, and other similar payroll taxes related to the Services. Client agrees that reliance upon the Services is limited to Client. Notwithstanding the foregoing, any third party reliance that may be available through mutual consent by Consultant and Client is limited to the terms in this Agreement. Client further understands that the Services shall in no way be construed, designed or intended to be relied upon as legal interpretation or advice.

### Section 4. Representations and Warranties

#### 4.1 Consultant

- Consultant and its staff will hold applicable licenses or certification required by federal, state or local laws. The Services will be performed using the degree of care and skill customarily provided by a firm rendering the same or similar services in the area during the same time period; Consultant makes no other warranties, express or implied, as to the Services performed.
- During the Services, Consultant will take reasonable precautions to minimize damage to the site (interior or exterior); however, Consultant represents that invasive services, including, but not limited to, sampling or drilling, may damage or alter the site (interior or exterior); site restoration is an out-of-scope service unless such damage is unreasonable and caused by Consultant's negligence.
- The parties understand and agree Consultant is responsible for supervision and site safety measures only for its own employees but shall not be responsible for the supervision or health & safety precautions or plans for any third parties, including subcontractors or other parties present at the site.
- Findings and recommendations by Consultant are based upon information derived from the most recent on-site activities and other services performed hereunder; such information is subject to change over time. Consultant's findings and recommendations are solely based on data available to Consultant during the Services.
- As set forth in the applicable Proposal or Task Order, Consultant will secure the personnel, equipment and subcontractors required to perform the Services and take reasonable precautions at the site; however, Consultant has the right to discontinue or terminate Services in the event site conditions pose health or safety risks through no fault of Consultant.

#### 4.2 Client

- Client shall provide Consultant with all existing data, plans and other information available to Client which are necessary for the Services and continue to provide this information as it becomes available to Client. Necessary information for purposes herein includes utility locations and markers, known site hazards, nature and/or characteristics of any hazardous or toxic constituents on or near the site. Consultant and Client agree that Consultant may rely upon the foregoing information but is not responsible for its accuracy.
- Client shall identify the target areas ("Target Areas") and key issues for performance of the Services and ensure that Consultant has authorized and safe access to such target areas at the site. In the event that access is limited in any way, Client will notify Consultant immediately so that adjustments can be made, as necessary.
- Client agrees that conditions known to Client but not timely disclosed to Consultant may constitute a materially different site condition entitling Consultant to an adjustment to the Proposal and Project Cost.

**Section 5. Delays and Termination.** Client or Consultant may terminate this Agreement upon forty-eight (48) hours written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the terminating party. Client shall compensate Consultant for the Services in progress or performed up to the date of receipt of termination plus reasonable costs incurred in terminating the Services in accordance with Consultant's current fee schedule. In the event Services cannot be performed on or before the projected due date because of circumstances beyond the control of Consultant, including, but not limited to, strike, riot, fire, excessive precipitation, act of God, access limitations, governmental action, third party acts or omissions, or Client acts or omissions, the Services shall be equitably amended.

**Section 6. Insurance.** Consultant represents that it now carries and will carry during the term of this Agreement insurance in the following amounts: (i) Statutory Workers Compensation Insurance and Employers Liability Insurance (\$1,000,000 per accident); (ii) Commercial General Liability Insurance (\$1,000,000 per occurrence; \$2,000,000 annual aggregate for bodily injury or death and property damage, written on an occurrence basis); (iii) Comprehensive Automobile Liability Insurance (\$1,000,000 combined single limit of liability per occurrence for bodily injury or death and property damage, written on an occurrence (as opposed to claims made) basis); (vi) Professional Liability Insurance, (\$1,000,000 with respect to claims made for negligent errors or omissions in the performance of the Services).

#### **Section 7. Indemnity and Limitation of Liability**

7.1 Consultant shall indemnify and hold harmless Client from and against claims, lawsuits, liabilities, causes of action, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses, by whomever asserted, to the extent the same are caused by (i) a breach by Consultant of any term herein; (ii) violation by Consultant of federal, state or local rule or regulation in performing the Services or (iii) negligent errors or omissions of Consultant in performing the Services.

7.2 Client shall indemnify, defend and hold harmless Consultant from and against claims, lawsuits, liabilities, actions, causes of action, demands, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses, by whomever asserted, to the extent that same are caused by (i) the negligence or willful misconduct of Client or Client's employees, agents, contractors or subcontractors; (ii) violation of federal, state or local rule or regulation by Client or Client's employees, agents, contractors or subcontractors; (iii) Client's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the site; (iv) inaccurate information provided by Client or Client's agents to Consultant or (iv) any certifications or statements, whether oral or in writing, provided to Consultant by or through Client or its contractors or subcontractors with respect to moisture intrusion or the mitigation or remediation thereof.

7.3 Limitation for Mold-related Services. With respect to mold-related Services performed by Consultant, its employees, agents, affiliates, and subcontractors, any damages, costs, expenses, or other liability (including reasonable attorneys' fees), direct or indirect, shall not exceed the fair market value of the services performed.

7.4 Limitation for General Environmental Services. With respect to environmental Services (other than mold-related services) performed by Consultant, its employees, agents, affiliates, and subcontractors, any damages, costs, expenses, or other liability (including reasonable attorneys' fees), direct or indirect, shall be limited to Ten Thousand Dollars (\$10,000.00).

7.5 Special damages. Neither party shall be liable to the other for incidental, punitive, exemplary, liquidated, consequential or similar special damages.

#### **Section 8. Wastes, Samples and Mold Services**

8.1 *This section applies only when the Services performed involve wastes or samples ("Waste Materials").* Unless otherwise specified in a Task Order, proper disposition of any Waste Materials, including, but not limited to, waste materials, samples, produced soils or fluids, or protective equipment, shall be considered out-of-scope and shall require a written amendment wherein Client provides a generator number, specifies its choice of transporter and treatment, storage or disposal facility and signs documentation necessary for proper disposition. In no case shall Consultant be required to sign or certify a manifest, disposal ticket or like document relating to the transport or disposition of hazardous materials or hazardous waste. Client and Consultant understand and agree that title to all foregoing waste materials remains with Client. It is understood and agreed that Consultant, in assisting Client, acts solely in this limited capacity and shall, in no event, be responsible to Client or other third party as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under federal or state statute or regulation. Client shall reimburse Consultant for the transport and disposal of hazardous or toxic samples as well as equipment that cannot be reasonably decontaminated, and Client agrees to reimburse Consultant for the fair market value of this equipment.

8.2 *Sample Holding Times.* Client shall make a written request if it wishes to retain samples beyond the date of Consultant's final report for Services and shall pay for those sample storage charges incurred beyond thirty (30) days after the date of the final report.

8.3 *This section applies to Consultant's Mold Services or Mold-related services.* Client hereby acknowledges that mold is a term used to describe various types of naturally occurring biological organisms which includes any living or dead fungi or related products or parts, including spores, hyphae, and mycotoxins. CLIENT acknowledges and understands that mold assessments are "time-sensitive" in that they are only relevant at the time of site reconnaissance, because mold is a living organism whose presence is influenced and controlled by environmental conditions (such as humidity, moisture, nutrients and substrates) which conditions may vary significantly

over relatively short periods of time. Mold assessments, therefore, are "time sensitive" in that the presence and concentration of mold and similar organisms in building structures or in the air is directly influenced by such changing environmental conditions, whether natural or caused by man. Client also acknowledges that certain indicators of fungi or other constituents may have been latent, inaccessible, unobservable or not present during the Services, and Consultant cannot represent that the site contains no such fungi or constituents or other latent conditions beyond those identified in Target Areas and from and during the Services. Interior or exterior environmental conditions at the site may vary from those encountered at actual sample locations.

8.4 *This section applies to Consultant's Mold-related services.* Client hereby acknowledges that Consultant is not a moisture intrusion specialist and that any services requiring a moisture intrusion specialist or other specialized building trades contractor (e.g. plumbing, HVAC, roofing, building envelope, etc.) (all collectively "Trades Contractors") will be the sole responsibility of Client. Client agrees that it will timely provide to Consultant, all supporting documentation and certifications from Trades Contractors to support Consultant's required certification as a Mold Assessor on the Texas Department of Insurance form MDR-1. Client further agrees to release, defend, indemnify and hold Consultant harmless as to claims arising out of any certification made by Consultant or Trades Contractors relating to moisture intrusion. Client will require its Trades Contractors furnishing moisture intrusion certifications or statements to indemnify, defend and hold Consultant harmless with respect to claims arising out of such statements or certifications and to name consultant as an additional insured with a waiver of subrogation on any applicable insurance policy.

**Section 9. Applicable Law.** This Agreement shall be governed by and construed according to the laws of the state of Texas. Venue for any legal action related to this Agreement shall be Collin County, Texas.

**Section 10. Miscellaneous**

10.1 *Entire Agreement.* This Agreement constitutes the sole and entire agreement between the parties hereof. This Agreement replaces and supersedes all prior discussions and agreements between Client and Consultant with respect to the matters contained herein.

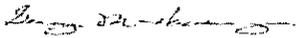
10.2 *Assignments; Subcontracts.* Neither this Agreement nor any interest, claim or obligation hereunder shall be assigned or transferred by Client or Consultant to any party or parties without the prior written consent signed by both parties hereunder. Nothing herein shall prevent Consultant from employing independent subcontractors to assist with the Services.

10.2 *Amendments.* This Agreement, a Task Order, or the Services herein may be amended only in writing signed by both Consultant and Client.

10.3 *Non-Waiver; Invalidity; Counterparts.* In the event that a provision herein shall for any reason be held invalid, illegal or unenforceable in any respect, such finding shall not affect any other provision of this Agreement. Failure or delay in exercising any right, power or remedy under this Agreement shall not impair any right, power or remedy which any party hereto may have, nor shall any such failure or delay be construed to be a waiver of any such right, power or remedy or an acquiescence in any breach or default under this Agreement absent an express, written waiver or acquiescence, nor shall any waiver of any breach or default be deemed a waiver of any default or breach subsequently occurring under this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

**AGREED AND ACCEPTED ON THE DATE FIRST WRITTEN ABOVE:**

**CONSULTANT: ECOSYSTEMS ENVIRONMENTAL, INC.**

By: 

Name/Title: Gary M. Hackney/Principal

**CLIENT:**

By: \_\_\_\_\_

Name/Title

**Sec. 2-113. - Procedures.**

- (a) *Qualification.* The purchase must qualify as an emergency purchase under the definition above.
- (b) *Designation.* The designation of emergency purchase indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids are required. The authority to designate an emergency rests solely with the city manager.
- (c) All emergency purchases without a budget appropriation approved by city council are processed through the finance department as follows:
  - (1) The appropriate director shall contact the city manager and inform them verbally of the emergency situation. At this time, the city manager may exercise their authority to designate an emergency.
  - (2) A memorandum will be sent to the city manager requesting them to authorize and/or declare the respective expenditure an emergency for items over ten thousand dollars (\$10,000.00). This memorandum should include as much detail of the situation at hand and estimate a total cost of expenditures. An exact copy should be provided to the finance director.
  - (3) Department head and/or director will obtain quotations from a minimum of three (3) vendors for any and all expenditures at or above three thousand dollars (\$3,000.00). These quotations shall be documented.
  - (4) If the emergency does not allow for steps (2) and (3) above to be completed, with the city manager's approval, the responsible official of the department shall take whatever steps are necessary to procure needed supplies, services or equipment to relieve the emergency situation.
  - (5) The city manager shall contact all council members and mayor, as available, to make them aware of the emergency situation.
  - (6) Department head and/or director will submit the following documentation to finance for including as a consent item on an appropriate council meeting agenda as soon after the expenditure or decision as possible:
    - a. The approval of the city manager designating an emergency expenditure.
    - b. A copy of the original memorandum submitted to the city manager requesting the designation as an emergency.
    - c. Any and all official quotes.
    - d. Completed purchase order requisition form(s).
  - (7) All invoices pertaining to the emergency shall be handled by the department just as other invoices as set forth in the city's purchasing procedure.

(Ord. No. 96-07, § 3, 3-5-96; Ord. No. 2008-45, § 1(Exh. A), 11-3-08)



Purchase Order Request X

Check Request

Advance Ck Req \_\_\_\_\_  
 Partial Pmt \_\_\_\_\_  
 Final Pmt \_\_\_\_\_

**CITY OF COPPERAS COVE**  
 REQUISITION OF GOODS OR SERVICES

Date: September 1, 2011

FORWARD CHECK TO:

Mail to Payee

Return to Department

Other \_\_\_\_\_

Vendor Name <b>ECO SYSTEMS ENVIRONMENTAL, INC.</b>	Vendor #: 01- <u>01814</u>	Total / Estimated Cost: \$ 3,050.00
Address: <b>P.O. BOX 685287</b>	Contract Name/Number City of Copperas Cove	Purchase Order #:
<b>AUSTIN, TEXAS 78768</b>	Vendor Contact:	Bid #:
	Phone #: 512-257-8788	Fixed Asset I.D. #:
	Fax #: 512-257-8263	Date Required: <b>ASAP</b>

PLEASE FURNISH THE FOLLOWING SUPPLIES, MATERIALS OR SERVICES WHICH ARE NECESSARY IN THE PROPER AND LEGAL CONDUCT OF MY DEPARTMENT. THIS PURCHASE IS PROPERLY AUTHORIZED BY THE BUDGET AND SUFFICIENT FUNDS ARE AVAILABLE TO PAY FOR THE EXPENDITURES AS PROVIDED FOR UNDER THE STATUTORY PROVISIONS OF THE LOCAL GOVERNMENT CODE OF TEXAS, CONCERNING THE LEGAL EXPENDITURES OF CITY FUNDS, AND IS TO BE CHARGED TO:

ACCOUNT #	INVOICE	DESCRIPTION	QUANTITY	UNIT COST	FREIGHT	TOTAL COST
60-4190-7500-8500		ASBESTOS ABATEMENT SPECIFICATIONS- SEE ATTACHED				650.00
TAX NOTE		AIR MONITORING AND ONSITE MANAGEMENT - SEE ATTACHED				2400.00

Dept Name: <b>Fire Department</b>	Dept #: <b>44</b>	Prepared By: <b>Kimberly Baxter</b>	DEPT HEAD/DIRECTOR APPROVAL <i>James M Balcer</i>
Ship To: <b>SAME AS ABOVE</b>	FUNDS AVAILABLE <input checked="" type="checkbox"/> YES <input type="checkbox"/> YES/PENDING BUDGET TRANSFER	COUNCIL APPROVED DATE / ITEM #	ASSISTANT FINANCE DIRECTOR
<b>BUILDING MAINTENANCE- ASBESTOS ABATEMENT PROJECT AT CENTRAL STATION</b>			DIRECTOR OF FINANCE

PACKET NO: 10730-ECOSYS ASBESTOS CCFD

REQ.#: 11-4459 VENDOR: 01-01814 ECOSYSTEMS ENVIRONMENTAL, INC. ASBESTOS SURVEY & MONITOR

STATUS: OUTSTANDING APPROVED BY: MIKE BAKER ISSUED: 9/01/2011 RELEASE FLAG:  
 DEPT: FIRE ORDERED BY: MIKE BAKER EST DEL: 9/01/2011 RECEIVE FLAG: N  
 SHIP-TO: 03 FIRE DEPARTMENT  
 ATTN: JAMES BAKER

P.O. DESCRIPTION: ASBESTOS ABATEMENT SURVEY AND ONSITE MANAGEMENT SERVICES AT CENTRAL FIRE STATION

				===== ORDERED =====		
ITEM	G/L ACCOUNT	NAME	DESCRIPTION	UNITS	PRICE	AMOUNT
1	60 4190-7500-8500	FACILITIES - FIRE	ASBESTOS ABATEMNT MONITOR			3,050.00
				TOTAL ORDERED		3,050.00

PACKET NO: 10730-ECOSYS ASBESTOS CCFD

P.O. TOTALS BY MONTH	FUND	MONTH	ITEMS	AMOUNT
	60	9/2011	1	3,050.00
	** TOTALS **		1	3,050.00

P.O. TOTALS BY DEPARTMENT	DEPARTMENT	PO'S	AMOUNT
	FIRE	1	3,050.00
	** TOTALS **	1	3,050.00

P.O. TOTALS BY STATUS		PO'S	AMOUNT
	NEW	0	0.00
	OUTSTANDING	1	3,050.00
	** TOTALS **	1	3,050.00

TOTAL SUSPENDED PO'S		PO'S	AMOUNT
	SUSPENDED	0	0.00

PACKET NO: 10730-ECOSYS ASBESTOS CCFD

P.O. TOTALS BY G/L ACCOUNT

YEAR	ACCOUNT	NAME	PO'S	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
					ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2010-2011	60 4190-7500-8500	FACILITIES - FIRE	1	3,050.00	308,000	272,101.35				
	** 10-11 YEAR TOTALS **			3,050.00						

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\*\* ERROR SECTION \*\*

REQUISITION #	P. O. #	MESSAGE	OTHER INFO
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NO WARNING(S)

NO ERROR(S)



City of Copperas Cove  
 PO Drawer 1449  
 Copperas Cove TX  
 76522-5449  
 (254) 547-4221

# PURCHASE ORDER

PO Number: 11-4222

Date: 09/01/2011

Request #: 11-4459

Vendor #: 01-01814

**ISSUED TO:**

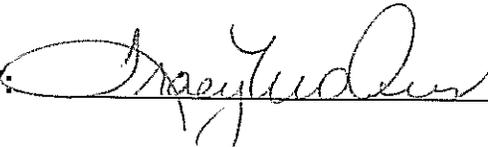
ECOSYSTEMS ENVIRONMENTAL,  
 PO BOX 110849  
 CARROLLTON, TX 75011

**SHIP TO:**

FIRE DEPARTMENT  
 415 SOUTH MAIN STREET  
 COPPERAS COVE, TX 76522  
 JAMES BAKER

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	ASBESTOS ABATEMNT MONITO ASBESTOS ABATEMENT SURVEY SERVICES AT CENTRAL FIRE STATION	60 -4190-7500-8500 AND ONSITE MANAGEMENT		0.00	3,050.00
					<b>TOTAL</b>	3,050.00

APPROVED BY: \_\_\_\_\_

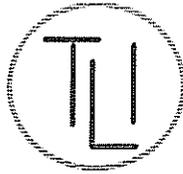


DATE: \_\_\_\_\_

9-1-11

- Original invoice plus one copy must be sent to City of Copperas Cove, Accounts Payable Dept, 507 S Main St, Copperas Cove, TX 76522-2241.
- Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
- C.O.D. shipment will not be accepted.
- Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
- All goods are to be shipped F.O.B. Destination unless otherwise stated.
- All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
- All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
- Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- City of Copperas Cove will accept no more than a 10% increase of total amount of purchase order without prior approval.
- The City is exempt from all federal excise and state tax - ID# 746022216

Finance Dept. (254) 547-4221 Fax (254) 547-2800



## ENVIRONMENTAL SERVICES

City of Copperas Cove  
Attention: Mr. Gary Young  
415 South Main Street  
Copperas Cove, Texas 76522

Ref.: **Asbestos Abatement**  
**415 South Main Street**  
**Copperas Cove, Texas**

30 August 2011

Dear Mr. Young,

TLI & Environmental Services (TLI) is pleased to present this proposal to you for the asbestos abatement to be conducted at the Fire Station located at 415 South Main Street in Copperas Cove, Texas.

TLI will provide all necessary supervision, labor, materials, equipment and supplies required for the proper execution for this project. All applicable specifications, federal, state and local regulations will be complied with and are the basis for this proposal. TLI is a state licensed asbestos abatement contractor and a state licensed asbestos transporter.

### **Scope-of-work**

The work to be conducted under this proposal consists of the following:

- Removal of approximately 355 sq ft of carpeting over floor tile from 2 rooms in the downstairs area.
- Component removal of approximately 867 sq ft. tile over sub floor in the 2<sup>nd</sup> floor weight room, hallway and connecting bathroom.

### **Cost**

TLI proposes to complete this project for the total cost of \$3,593.33.

### **Duration**

TLI estimates this project will take approximately 3-4 working days.

### **Compensation and Method of Payment**

TLI will present an invoice upon project completion. Invoices are payable within 30 days. For your convenience we accept VISA, MasterCard, Discover, Checks, Cash, and Money Orders.

**Conditions**

- This cost does not include TDH notification/ARU fees, air monitoring, project management, consulting or specification fees.
- Owner will be responsible for providing water & electricity to the jobsite.

**Acceptance**

Our receipt of the signed authorization on the bottom of this page will serve as your notice to proceed with the services outlined in this proposal.

This proposal is valid for 30 days.

We look forward to providing you with our services on this project. If you have any questions or comments regarding this proposal, or to authorize the work, please call me at (254) 518-4400.

Sincerely,



Ray Medrano

I have reviewed the above proposed scope of work, the associated costs, and the terms of payment and do hereby authorize representatives of TLI & Environmental Services, Inc. to commence work.

Signature of authorized representative: \_\_\_\_\_



Purchase Order Request X

Check Request

Advance Ck Req \_\_\_\_\_  
 Partial Pmt \_\_\_\_\_  
 Final Pmt \_\_\_\_\_

**CITY OF COPPERAS COVE**  
 REQUISITION OF GOODS OR SERVICES

Date: September 1, 2011

FORWARD CHECK TO:

Mail to Payee

Return to Department

Other \_\_\_\_\_

Vendor Name <b>TLI ENVIRONMENTAL SERVICES</b>	Vendor #: <b>01-01813</b>	Total / Estimated Cost: <b>\$ 3,593.00</b>
Address: <b>P.O. BOX 482</b>	Contract Name/Number <b>City of Copperas Cove</b>	Purchase Order #:
<b>KEMPNER, TX. 76522</b>	Vendor Contact:	Bid #:
	Phone #: <b>254-518-4400</b>	Fixed Asset I.D. #:
	Fax #: <b>254-518-4447</b>	Date Required: <b>ASAP</b>

PLEASE FURNISH THE FOLLOWING SUPPLIES, MATERIALS OR SERVICES WHICH ARE NECESSARY IN THE PROPER AND LEGAL CONDUCT OF MY DEPARTMENT. THIS PURCHASE IS PROPERLY AUTHORIZED BY THE BUDGET AND SUFFICIENT FUNDS ARE AVAILABLE TO PAY FOR THE EXPENDITURES AS PROVIDED FOR UNDER THE STATUTORY PROVISIONS OF THE LOCAL GOVERNMENT CODE OF TEXAS, CONCERNING THE LEGAL EXPENDITURES OF CITY FUNDS, AND IS TO BE CHARGED TO:

ACCOUNT #	INVOICE	DESCRIPTION	QUANTITY	UNIT COST	FREIGHT	TOTAL COST
60-4190-7500-8500		ASBESTOS ABATEMENT AT CENTRAL STATION (SEE ATTACHED)				3593.33
TAX NOTE						

Dept Name: <b>Fire Department</b>	Dept #: <b>44</b>	Prepared By: <b>Kimberly Baxter</b>	DEPT HEAD/DIRECTOR APPROVAL <i>James Noble</i>
Ship To: <b>SAME AS ABOVE</b>	FUNDS AVAILABLE <input checked="" type="checkbox"/> YES YES/PENDING BUDGET TRANSFER	COUNCIL APPROVED DATE / ITEM #	ASSISTANT FINANCE DIRECTOR
<b>BUILDING MAINTENANCE- ASBESTOS ABATEMENT PROJECT AT CENTRAL STATION</b>			DIRECTOR OF FINANCE

PACKET NO: 10729-09012011ASBESTOSABATEMENT

REQ.#: 11-4458 VENDOR: 01-01813 TLI & ENVIRONMENTAL SERVICES, INC. ASBESTOS ABATEMENT

STATUS: NEW APPROVED BY: MIKE BAKER ISSUED: 9/01/2011 RELEASE FLAG:  
 DEPT: FIRE ORDERED BY: GARY YOUNG EST DEL: 9/01/2011 RECEIVE FLAG: N  
 SHIP-TO: 03 FIRE DEPARTMENT  
 ATTN: JAMES BAKER

P.O. DESCRIPTION: REMOVAL OF APPROXIMATLEY 355 SQ FT OF CARPETING  
 OVER FLOOR TILE FROM 2 ROOMS IN THE DOWNSTAIRS  
 AREA AT CENTRAL STATION. COMPONENT REMOVAL OF  
 APPROXIMATLEY 867 SQ FT TILE OVER SUB FLOOR IN THE  
 2ND FLOOR WEIGHT ROOM, HALLWAY, AND CONNECTING  
 BATHROOM AT CENTRAL STATION.

				===== ORDERED =====			
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION	UNITS	PRICE	AMOUNT
1	60	4190-7500-8500	FACILITIES - FIRE	ASBESTOS ABATEMENT			3,593.33
						TOTAL ORDERED	3,593.33

PACKET NO: 10729-09012011ASBESTOSABATEMENT

P.O. TOTALS BY MONTH	FUND	MONTH	ITEMS	AMOUNT
	60	9/2011	1	3,593.33
	** TOTALS	**	1	3,593.33

P.O. TOTALS BY DEPARTMENT	DEPARTMENT	PO'S	AMOUNT
	FIRE	1	3,593.33
	** TOTALS	**	3,593.33

P.O. TOTALS BY STATUS		PO'S	AMOUNT
	NEW	1	3,593.33
	OUTSTANDING	0	0.00
	** TOTALS	**	3,593.33

TOTAL SUSPENDED PO'S		PO'S	AMOUNT
	SUSPENDED	0	0.00

PACKET NO: 10729-09012011ASBESTOSABATEMENT

P.O. TOTALS BY G/L ACCOUNT

YEAR	ACCOUNT	NAME	PO'S	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2010-2011	60 4190-7500-8500	FACILITIES - FIRE	1	3,593.33	308,000	272,101.35		
	** 10-11 YEAR TOTALS **			3,593.33				

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\*\* ERROR SECTION \*\*

REQUISITION #	P. O. #	MESSAGE	OTHER INFO
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NO WARNING(S)

NO ERROR(S)



City of Copperas Cove  
 PO Drawer 1449  
 Copperas Cove TX  
 76522-5449  
 (254) 547-4221

# PURCHASE ORDER

PO Number: 11-4223

Date: 09/01/2011

Request #: 11-4458

Vendor #: 01-01813

**ISSUED TO:**

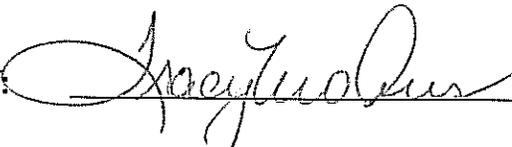
TLI & ENVIRONMENTAL SERVIC  
 PO BOX 482  
 KEMPNER, TX 76539

**SHIP TO:**

FIRE DEPARTMENT  
 415 SOUTH MAIN STREET  
 COPPERAS COVE, TX 76522  
 JAMES BAKER

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	ASBESTOS ABATEMENT REMOVAL OF APPROXIMATLEY 355 SQ FT OF CARPETING OVER FLOOR TILE FROM 2 ROOMS IN THE DOWNSTAIRS AREA AT CENTRAL STATION. COMPONENT REMOVAL OF APPROXIMATLEY 867 SQ FT TILE OVER SUB FLOOR IN THE 2ND FLOOR WEIGHT ROOM, HALLWAY, AND CONNECTING BATHROOM AT CENTRAL STATION.	60 -4190-7500-8500		0.00	3,593.33
<b>TOTAL</b>						3,593.33

APPROVED BY: \_\_\_\_\_



DATE: \_\_\_\_\_

9-1-11

1. Original invoice plus one copy must be sent to City of Copperas Cove, Accounts Payable Dept, 507 S Main St, Copperas Cove, TX 76522-2241.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. City of Copperas Cove will accept no more than a 10% increase of total amount of purchase order without prior approval.
11. The City is exempt from all federal excise and state tax - ID# 746022216

Finance Dept. (254) 547-4221 Fax (254) 547-2800

# City of Copperas Cove Information Item No. 1

September 6, 2011

## Fire Department Emergency Purchase

Contact – Andrea M. Gardner, City Manager, 547-4221  
agardner@ci.copperas-cove.tx.us

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**SUBJECT: Notification to City Council of an Emergency Purchase for the Copperas Cove Fire Department.**

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### 1. PROJECT DESCRIPTION

Repairs to Central Fire Station approved in the November 2010 Tax Note Issuance.

### 2. BACKGROUND/HISTORY

In the Article V, Financial Procedures and Fiscal Policy of the City Code of Ordinances, a process is outlined for emergency purchases. The definition of an emergency purchase: Emergency or exempted purchases / expenditures may include any one (1) or all of the following:

- (1) In case of a public calamity, the prompt purchase of items is required to relieve the necessity of the municipality's residents or to preserve the property of the municipality.
- (2) The item is necessary to preserve or protect the public health and safety of the residents of the municipality.
- (3) The items are made necessary by unforeseen damage to public property.

The designation of emergency purchase indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids are required. The authority to designate an emergency rests solely with the City Manager.

### 3. FINDINGS/CURRENT ACTIVITY

Per Article V of the City Code of Ordinances all emergency purchases without a budget appropriation approved by City Council are processed through the finance department as follows:

- (1) The appropriate director shall contact the City Manager and inform them verbally of the emergency situation. At this time, the City Manager may exercise their authority to designate an emergency.
- (2) A memo will be sent the City Manager requesting them to authorize and /or declare the respective expenditure an emergency for items over

\$10,000. This memo should include as much detail of the situation at hand and estimate a total cost of expenditures.

(3) Department head and/or director will obtain quotations from a minimum of three (3) vendors for any and all expenditures at or above \$3,000. These quotations shall be documented.

(4) If the emergency does not allow for steps (2) and (3) above to be completed, with the City manager's approval, the responsible official of the department shall take whatever steps are necessary to procure needed supplies, services or equipment to relieve the emergency situation.

(5) The City Manager shall contact all Council Members and the Mayor, as available, to make them aware of the emergency situation.

(6) Department head and/or director will submit documentation to finance for including as a consent item on an appropriate Council meeting agenda as soon after the expenditure or decision as possible.

Required steps 1-4 were followed to include the approval of the City Manager on September 1, 2011. A copy of the original memo submitted to the City Manager on August 31, 2011 is attached.

Notification to the Council serves to satisfy requirement 5 and requirement 6 will be met on September 21, 2011 with a consent agenda item.

#### **4. FINANCIAL IMPACT**

No financial impact is associated with the preparation of the notification. Funding for the purchase is available in Fund 60.

MEMORANDUM

TO: Andrea Gardner, City Manager  
THRU: Mike Baker, Fire Chief *QMB*  
FROM: Gary D. Young, Deputy Fire Chief *Gly*  
DATE: 8/31/2011  
SUBJECT: Request to Purchase with only one Quote



Per our purchasing policy Section IV sub-section E. I am requesting your permission to forego soliciting three competitive quotes for asbestos abatement and third party monitoring services for Central Fire Station.

Recently while the floor coverings in the fire station were being replaced, it was determined that the older floor tiles and mastic glue contained asbestos. An asbestos survey was completed by EcoSystems Environmental and a final report of findings was presented to me on August 29, 2011. The findings from the report showed that all of the upstairs green floor tile as well as the securing mastic contained fibers of asbestos. Additionally the Battalion Chief dormitory and the radio supply storage area were identified as having green floor tiles covered with carpet as well.

All floor coverings that contain asbestos need to be removed from the fire station by a licensed asbestos abatement company. Additionally state law requires that a third party company be utilized to monitor the abatement process and monitor air quality.

We have identified a local business (TLI Environmental Services) as a potential asbestos abatement specialist. TLI is also listed as a HUB Vendor.

This request is being made due to the need for the continued use of the fire station and the need for rapid removal of the asbestos laden products from the station. Additionally, after researching the number of asbestos abatement contractors in our area, TLI is the closest for abatement services and EcoSystems Environmental is the nearest third party monitoring service.

If you have any questions or require additional information, please let me know.

*approved  
AGardner  
9-1-11  
per sec VI of  
city Purchasing  
Policy §  
sec 2-113 of  
codes*

**City Council Regular**

**G. 6.**

**Meeting Date:** 09/20/2011

**Contact:** Gary Young, Deputy Fire Chief

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**SUBJECT**

Consideration and action to authorize the City Manager to renew an agreement with Coryell County for Fire Suppression, Fire Prevention and Fire Investigation Services for fiscal year 2011-2012. **Gary D. Young, Deputy Fire Chief**

**BACKGROUND/HISTORY**

Unincorporated portions of Coryell County have received services from the Copperas Cove Fire Department for several decades. A year ago Coryell County requested the addition of services for fire prevention inspections and fire investigations in the unincorporated areas as well. Coryell County provides an amount of compensation each year for the services based upon a funding formula set forth by the Coryell County Fire Chief's Association. The funding formula is divided into two portions: square miles of protected area and number of bona fide emergency responses from the previous reporting year. The funds are distributed among all eligible fire departments in Coryell County.

**FINDINGS/CURRENT ACTIVITY**

The Copperas Cove Fire Department responded to 137 calls for service in the unincorporated portion of Coryell County during the last 12 month reporting period, as well as 7 Fire Prevention Inspections and 1 Fire Investigation.

All Fire Prevention Inspections conducted are subject to a fee billed to the property owner/management company upon completion in accordance with the City of Copperas Cove Fee Schedule.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council approve the City Manager to renew the agreement with Coryell County for Fire Department Services in the unincorporated portions of Coryell County for FY 11-12.

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**Fiscal Impact**

**Funds available Y/N?:** N/A

**FINANCIAL IMPACT:**

Anticipated Revenue for FY 11-12 from this agreement is up to \$45,459.88

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**Attachments**

Coryell County Fire Fighting Agreement

## **FIRE FIGHTING AGREEMENT**

**STATE OF TEXAS**  
**COUNTY OF CORYELL**

**THIS AGREEMENT**, made and entered into by and between Coryell County, a body corporate and politic under the laws of the State of Texas, hereinafter sometimes called “County,” acting herein by and through its County Judge duly authorized to so act by an Order of the Commissioners’ Court of Coryell County, Texas, and City of Copperas Cove existing under the laws of the State of Texas, hereinafter sometimes called “City” acting by and through its duly authorized officer.

### **WITNESSETH:**

**WHEREAS**, Coryell County desires to provide fire fighting and fire protection services to certain unincorporated areas of Coryell County hereinafter designated to preserve the property of the County and to preserve and protect the public health of the citizens of the County; and

**WHEREAS**, the “City” is willing to furnish fire fighting and fire protection services to these unincorporated areas of Coryell County for the considerations provided here; and

**FURTHERMORE**, in consideration of the fact that “City” has previously provided such fire fighting and fire protection services;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That in consideration of the mutual covenants, agreements, and benefits to both parties, it is **AGREED** as follows:

### **I.**

During the term of this agreement, the “City” agrees to furnish fire fighting and fire department protection services to unincorporated areas of Coryell County, in accordance with the agreements previously entered into by the Coryell County Fire Chiefs Association. It is specifically agreed and understood that the “City’s” jurisdictional limits and areas of operation are to be determined solely by the mutual agreements entered into by the various members of the Coryell County Fire Chiefs Association and not by Coryell County. The “City” is further authorized by Coryell County and agrees to make Fire Safety and Health inspections for day care, foster care and adoption homes in the agreed upon unincorporated areas of Coryell County. The “City” is authorized under this agreement to charge a fee to the recipients for these inspections per the “City’s” adopted Fee Schedule. The “City” is further authorized by Coryell County and agrees to conduct origin and cause fire investigations in the agreed upon unincorporated areas of Coryell County for all fires. Coryell County agrees to provide investigative support through the Coryell County Sheriff’s Office if necessary and when requested by “City”.

**II.**

Coryell County agrees to pay to the “City” an amount to be determined annually by a formula of apportionment determined by the Coryell County Fire Chiefs Association for such fire fighting and fire protection services to the unincorporated areas of Coryell County heretofore designated by the Coryell County Fire Chiefs Association herein after known as “Association”. The “County” agrees that this sum is to be paid in quarterly installments to the “City.”

**III.**

The term of this agreement shall be for a period of twelve months beginning October 1, 2011, and ending September 30, 2012. The compensation to be paid by “County” to the “City” must be provided for in the budget of “County” in the current year before disbursement. If, for any reason, budgetary constraints cause “County” to be unable to fund the monies due under this agreement, “County” shall have the right to terminate this agreement on ten days notice to the “City.”

**IV.**

It is hereby agreed and understood that the fire fighting and fire protection services to be furnished by the “City” under this agreement shall include but not be limited to, the following: Answering all calls for help and assistance in extinguishing fires in the area designated in Paragraph I of this agreement; furnishing fire fighting personnel, equipment, and supplies to fight all fires within the area; and answering all calls and furnishing fire fighting personnel, equipment and supplies to protect persons and property within the area that are endangered by fires in adjacent areas; provided that the above-described personnel, equipment and supplies are not otherwise engaged in fire fighting or other emergency services within the “City.”

**V.**

The “City” shall observe and comply with all federal, state, and local laws, rules, ordinance, and regulations in any manner affecting the conduct of the services herein provided and performance of all obligations under taken by this agreement.

**VI.**

The “City” that receives funds from the “County” for the purpose of providing firefighting and rescue services will be subject to the following requirements.

- A. Must have a Training Officer that is certified by the Texas Commission on Fire Protection or the Texas State Fireman and Fire Marshal Association and must have a training program under one of those agencies. The minimum number of hours required for in house training each month is four (4) with a total of 48 hours per calendar year, January through December.

- B. Must meet the NIMS requirements that are in effect for that calendar year. Officers must be certified at the level that their rank or duties require. The “City” will have no less than 80 percent of active firefighters NIMS certified at all times.
- C. Must send to TEXFIRS a monthly report, unless authorized by Texas State Fire Marshal Office to report quarterly.
- D. Must send via email to the Coryell County Judge and/or his appointed assistant a monthly report by the 10th of each month that list the alarms responded to in the preceding month in Coryell County. The report will list the following information about each alarm: Date, Time, Address, and Type.

## VII.

The President of the “Association” will appoint at the end of the January meeting a committee of three (3) Fire Chiefs who will review the records of the “City” receiving “County” funds. In this first year 2010, the committee will be appointed in October 2010 and will audit “City’s” records no later than December 31, 2010. The committee appointed in January 2011 and each year thereafter will conduct their audits twice a year, in May and again in November. At least two committee members must be present for an audit to take place.

An audit will consist of the following:

- A. Active roll
- B. Certified Training Officer
- C. Training records and reporting to the Certified Program of that department
- D. TEXFIRS Reporting
- E. Judge’s report
- F. NIMS Compliance

The penalty for noncompliance:

County funds will be withheld on the schedule below for each of the five (5) # B-F audit areas. Funds will be paid less a 5% penalty if the “City” comes into compliance within 90 days. The “City” that does not come into compliance within 90 days will forfeit their quarterly payment as follows:

A penalty of 20% for each of the five (5) audit areas (#B-F above) will be withheld from the “City’s” quarterly payment for noncompliance exceeding 90 days.

The first audit in December 31, 2010, was completed with no penalty for infractions. This is so that the “Department” with questions concerning the audits may have them addressed with no infraction to their department. The audits to be done in the following years beginning in January 2011 will be done in May and November. The committee will recommend to the “Association” the funds to be withheld. The President of the “Association” will provide the Coryell County Auditor with a schedule of funds to be withheld due to noncompliance for each department.

An appeal of the audit committee's findings may be made to the "Association". A ruling by the majority of Chiefs present at the appeals meeting is final.

**VIII.**

It is expressly understood that the "County" has the maximum sum of \$ 45,459.88 as determined under the apportionment agreement calculated and determined by the "Association", to discharge fully its obligations under this agreement and it is expressly understood that in no event shall "County" be obligated to pay the "City" more than the amount determined by "Association" under its apportionment agreement. "County" specifically acknowledges that it will not be liable for any other funds to "City" and will deny any bills or debts presented by "City" for payment to "County". The quarterly disbursements issued to "City" under the terms of this agreement are the only funds to be paid by "County" for fire fighting services.

**IX.**

It is further agreed that in the performance of all obligations undertaken by this agreement, the "City" has the right to supervise, manage, control and direct the performance of fire fighting and fire protection services; the County shall look to the "City" for results only and the "County" shall have no right at any time to direct or supervise the "City" or its agents or employees in the performance of these services or as to the manner, means or method in which the services are performed.

**X.**

It is expressly agreed and understood by the parties hereto that "City" is an independent contractor in performing fire fighting activities pursuant to the terms of this contract and none of its actions are to be interpreted as governed by "County". Furthermore, "City" agrees to indemnify and hold "County" harmless for any of its acts or omissions, either negligent, or intentional and "County" further refuses to accept any responsibility for the negligence of "City", its personnel, or any third parties under its direction.

**XI.**

If either party refuses or fails to timely perform any one or more of the undertakings and obligations that are to be performed, then and in that event, the other party shall have the right to terminate this Agreement upon 10 days written notice to the defaulting party.

**XII.**

Any notice required or permitted to be given by "County" to the "City" herein under may be given by certified or registered United States mail, postage prepaid, return receipt requested, and addressed to:

City of Copperas Cove  
ATTN: City Manager  
507 South Main Street  
Copperas Cove, Texas 76522

Any notice required or permitted to given by "City" to "County" herein under may be given by certified or registered United States mail, postage prepaid, return receipt requested, and addressed to:

Coryell County Courthouse  
ATTN: Coryell County Auditor  
620 E. Main Street  
Gatesville, Texas 76528

Any notice shall be considered given and complete upon deposit in the United States Mail.

**XIII.**

Neither the County nor the "City" shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part without written consent of the other party.

**XIV.**

This instrument constitutes the entire agreement between the parties and supersedes any and all agreements previously entered into by these same parties pertaining to fire fighting services insofar as it covers the term above specified.

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF COPPERAS COVE**

**CORYELL COUNTY**

\_\_\_\_\_  
By: City Manager

\_\_\_\_\_  
By: County Judge

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
By: City Secretary

\_\_\_\_\_  
By: County Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denton, Navarro, Rocha  
& Bernal, P.C., City Attorney

\_\_\_\_\_  
Brandon S. Belt  
County Attorney

**City Council Regular**

**G. 7.**

**Meeting Date:** 09/20/2011

**Contact:** Andy Cedillo, Director of Parks & Leisure Services

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**SUBJECT**

Consideration and action on authorizing the City Manager to enter into an Agreement with the Copperas Cove Officials Association to provide sports officiating for recreational sports for the Parks and Recreation Department. **Andy Cedillo, Director of Parks & Leisure Services**

**BACKGROUND/HISTORY**

The City of Copperas Cove and the Copperas Cove Officials Association has an ongoing relationship. The City found that it is cost effective for the City to use one association for the service of sports officiating for all programs within the Parks and Recreation Department. The City advertised in the local newspapers requesting associations interested in officiating for the City of Copperas Cove Parks and Recreation Department. Copperas Cove Officials Association was the only organization to respond.

**FINDINGS/CURRENT ACTIVITY**

The agreement defines the terms and conditions of the officials duties and responsibilities. The term of the contract will begin October 1, 2011 and will be for one year. The contract will be reviewed by both agencies in August 2012 for the 2012-2013 agreement. Changes to the agreement include the deletion of score keepers for baseball and a definition for one assigned official and 2 assigned officials.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council authorize the City Manager to enter into an agreement with the Copperas Cove Officials Association to provide sports officiating for recreational programs of the Parks and Recreation Department.

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**Fiscal Impact**

**Funds available Y/N?:** Yes

**FINANCIAL IMPACT:**

The attached fee schedule shows the cost of service provided for each program and is included in the 2011-2012 Athletic Budget.

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**Attachments**

CCOA Contract

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF CORYELL   §

AGREEMENT

This Agreement is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_ 2011, by The Copperas Cove Athletic Officials Association (hereinafter referred to as "CCAOA") and the City of Copperas Cove, a home-rule municipality (hereinafter referred to as "City").

W I T N E S S E T H

**WHEREAS**, the CCAOA is an association organized for the purpose of providing competent officials and scorekeepers for the athletic programs sponsored by the City;

**WHEREAS**, the CCAOA has the resources available to provide the officiating services to the City;

**WHEREAS**, the City's athletic programs are operated and maintained by the City through the Parks and Recreation Department for the benefit of its residents; and

**WHEREAS**, the City Council finds that providing officiating services to the City by CCAOA benefits the area youth and adults;

**NOW, THEREFORE** the City and CCAOA hereby agree as follows:

1.    Competent Officials. CCAOA shall provide competent officials and scorekeepers to officiate the City's athletic programs sponsored by the Copperas Cove Parks and Recreation Department (hereinafter referred to as "CCPARD"). CCAOA further agrees to officiate adult and youth leagues for specific sports that CCPARD may choose.

2.    Fees. The fees to be paid to CCAOA by the City for its officiating services, the number of officials and scorekeepers to be provided by CCAOA for each athletic event, and the fee for the assignment secretary's services are set out in Exhibit "A" attached to this Agreement and made a part of and incorporated in this Agreement for all purposes as if fully set out in this Agreement. The fees for officiating any new sports programs sponsored by CCPARD shall be negotiated between the President of CCAOA and the CCPARD Recreation Superintendent.

4.    Scoreboards and Score Books. CCAOA shall gather and consolidate all scoreboard control boxes and score books for each athletic event and shall surrender the control boxes and score books to a representative of CCPARD at the end of the final game of the day.

5. Payment of Fees for Cancellations, Rainouts, Forfeitures and Protest Games.

a. In the event of game cancellations, no fee will be charged by the CCAOA as long as CCPARD either, updates the Youth Sports Hotline (542-2719, 542-2720, 547-9247) or notifies the CCAOA with cancellation information in advance of scheduled games.

b. If CCPARD does not comply with paragraph 4a, CCAOA may invoice CCPARD for all scheduled games.

c. In the event a game is started, then rained out, CCAOA shall be paid for officiating that game.

d. In the event a game is forfeited and CCPARD fails to notify CCAOA two (2) hours prior to the start time of the game, CCAOA shall be paid for officiating that game. If the forfeit is due to insufficient players at game start time and the head coaches desire to play the game, CCAOA shall officiate that game.

e. In the event a game is started, then forfeited due to a rule violation, CCAOA shall be paid for officiating that game.

f. If a protest is upheld that results in any portion of a game being replayed. CCAOA shall officiate the replayed game at no charge. CCAOA shall be paid for officiating the original game only.

g. In the event of a game start time delay of fifteen (15) minutes or more, due to the absence or tardiness of the assigned officials or scorekeeper, CCAOA forfeits any and all fees for that game if it is played. CCAOA shall forfeit any and all fees if the game is rescheduled to a later date due to the absence or tardiness of the officials or scorekeeper.

h. In the event another game is scheduled immediately following the game that was delayed due to the absence or tardiness of the official or scorekeeper scheduled to officiate the prior game, CCAOA shall forfeit any and all fees for the subsequent game if it is played and CCAOA shall forfeit any and all fees if the subsequent game is rescheduled at a later date due to the absence or tardiness of the prior game's official or score keeper.

6. Clinics.

a. *Sports Officials Clinic.* CCAOA shall conduct a Sports Officials Clinic prior to each athletic season. The Clinic shall teach the local rules of each particular sport for which the individual is to officiate.

b. Coaches Clinic. CCAOA shall conduct a preseason Coaches Clinic for all persons desiring to coach a particular sport. This clinic shall inform the participants of the rules for the specific sport for which he or she will be coaching. If a potential coach is unable to attend the preseason Coaches Clinic, CCAOA shall conduct a Coaches Clinic during its Sports Officials Clinic.

7. Officials and Scorekeepers. All officials and scorekeepers provided by CCAOA to the City shall be trained by CCAOA through its Sports Officials Clinic and each official or scorekeeper shall be certified by CCAOA stating that each official or scorekeeper has successfully completed the CCAOA's Sports Officials Clinic. This certification shall be given to CCPARD prior to any official or scorekeeper officiating any City athletic event. Any individual who does not attend or successfully complete the Officials Clinic shall not officiate any CCPARD sport.

8. Copies of Local Rules. CCPARD shall provide a copy of the local rules to CCAOA as soon as they are available. If CCPARD modifies any local rules for a sport, CCPARD shall provide a written copy of the modification to the president of CCAOA within forty-eight (48) hours. CCPARD shall include an explanation of the change and an interpretation of the modification that is not self-explanatory.

9. Duties of Officials. The official(s) shall maintain control and order of the game including coaches and players. The City shall be responsible for keeping each official who is performing his or her duties from potential harm from the coaches and players. The City's responsibility to keep an official from potential harm includes upholding an official's ruling to remove coaches and/or players from the game and the premises of the sporting event.

10. Complaints. Complaints involving an official provided by CCAOA must be submitted in writing to CCPARD within seventy-two (72) hours of the occurrence. CCPARD shall forward a copy of the complaint to CCAOA. Both CCPARD and CCAOA shall review the complaint and reach a decision on corrective action as appropriate. In the event CCPARD and CCAOA cannot reach a mutual agreement as to the complaint, then the president of CCAOA and the CCPARD director shall meet and attempt to reach a decision concerning the complaint. If CCAOA's president and CCPARD director cannot resolve the complaint, CCPARD may suspend any official and/or scorekeeper from working any CCPARD games remaining for that particular sport. CCAOA may submit a written request to CCPARD for reinstatement of the suspended official and/or scorekeeper after the particular sport that the official and/or scorekeeper were officiating has ended.

11. Protested Games. In the event a game is protested, a Protest Committee shall be selected and convened by CCPARD. The Protest Committee shall have a minimum of three (3) members. One (1) member of the Protest Committee may be a CCAOA official, not involved in the protested game. A protested game shall only be replayed if the Protest Committee upholds the protest. The Protest Committee's ruling is final.

12. Initial Term. The term of this Agreement shall be for a period of one (1) year, beginning \_\_\_\_\_, 2011 and ending on September 30, 2012 unless terminated earlier by agreement, or by a breach of any terms or conditions of this Agreement by either party.

13. Termination.

a. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Within the first thirty (30) days of the sixty (60) day termination period, both parties may attempt to negotiate and correct the problem or problems in order to avoid termination of this Agreement. If the problem or problems are not resolved within the first thirty (30) days of the sixty (60) day termination period, the president of CCAOA and the City Manager may attempt to reach a solution of the problem or problems to prevent the termination of this Agreement. If the problem or problems are not resolved by the sixtieth (60th) day of the written notice of termination, this Agreement shall be null and void.

b. In the event that CCPARD changes its athletic program structure such as, but not limited to, age groups or type of sport, this Agreement shall become null and void only for that portion of the athletic program that was changed. A new Agreement concerning only the modified program shall be negotiated between the parties hereto.

14. Option to Renew. City and CCAOA have the option to renew this Agreement for two (2) consecutive one (1) year terms upon conditions mutually agreed to at that time by the governing bodies or boards of both the City and CCAOA. The option to renew requires the City and CCAOA to endorse the "Option to Renew" portion at the end of the Agreement.

15. Entire Agreement. This Agreement with the attached Exhibit "A" is the entire agreement between the parties hereto and is the sole and only agreement between the City and CCAOA. This agreement incorporates all other written, verbal, express, and implied agreements made between any party or any agent of any party to this Agreement in connection with this Agreement. If any provisions in this Agreement conflict with any provisions in any other instrument, the provisions in this Agreement, including Exhibit "A" shall prevail.

16. Binding Effect. All terms, covenants and conditions contained within this Agreement shall apply to, bind, inure to the benefit of, and be exercised by the parties hereto and their respective heirs, executors, administrators, successors in interest and assigns, except as otherwise expressly provided herein.

17. Amendments. Both parties agree that no amendment, modification or alteration of the terms of this Agreement shall be binding unless reduced to writing, dated subsequent to the date of this Agreement, and duly executed by the parties hereto.

18. Notices. Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or given by certified or registered mail return receipt requested, addressed to the proper party. The parties' addresses for this purpose are as follows:

City of Copperas Cove  
P. O. Drawer 1449  
Copperas Cove, TX 76522  
Attn: City Manager

Copperas Cove Athletic Officials  
Association  
707 S. 15th Street  
Copperas Cove, TX 76522  
Attn: President

19. Governing Law and Venue. The parties hereto agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this lease. Venue for any action involving this Agreement shall be in the courts of Coryell County, Texas.

20. Severability. Each and every covenant and obligation contained in this Agreement is and shall be construed to be a separate and independent covenant and obligation. If any term or provision of this Agreement, or its application to any person or circumstances shall to any extent be held invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby, and each and every other term and provision shall be enforced to the fullest extent permitted by law as if the invalid, illegal, or unenforceable provision had never been included in this Agreement.

21. Construction and Interpretation. Each party has carefully read this entire Agreement, and understands the meaning and effect of each and every provision contained herein. Each party executes this Agreement freely and voluntarily, and only after first having obtained (or having had a reasonable opportunity to obtain) competent legal advice. The parties thus agree that the construction and interpretation of the terms of this lease the rule of construction that a document is to be construed most strictly against the party who prepared same shall not be applied, it being agreed that the Agreement should be construed fairly and simply and not strictly against either party.

22. Time of the Essence. The parties agree that time is of the essence in the performance of this Agreement.

23. Independent Contractor. It is expressly understood and agreed that the employees, servants and agents of the CCAOA are not employees, servants or agents of the City and that the CCAOA is deemed an independent contractor and the City is in no way responsible for the negligent and intentional acts or omissions of the CCAOA, its employees, officers, volunteers, servants, agents, licensees or invitees.

24. Authorized Signatures. The persons signing this Agreement on behalf of the parties hereto certify that they are duly authorized to sign this Agreement on behalf of said parties.

25. Compliance With Laws. The parties hereto mutually agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations in performance of their obligation pursuant to this Agreement.

26. Discrimination Prohibited. The parties hereto mutually agree to adhere to all federal, state and local laws and regulations prohibiting discrimination. The parties agree that they shall not discriminate against a participant in any of the programs described above because of race, color, religion, national origin, sex, sexual preference, sexual orientation, height, weight or beliefs.

IN WITNESS WHEREOF, the parties have fully executed this Agreement on this the \_\_\_\_ day of \_\_\_\_\_ 2011.

CITY OF COPPERAS COVE

COPPERAS COVE ATHLETIC  
OFFICIALS ASSOCIATION

By: \_\_\_\_\_  
Andrea Gardner, City Manager

By: \_\_\_\_\_  
MITCHELL LOFTON, President

ATTEST:

ATTEST:

\_\_\_\_\_  
Jane Lees, City Secretary

\_\_\_\_\_  
TERRENCE DAVIS, Secretary

## EXHIBIT "A"

### Fee Schedule

<u>Sport</u>	<u># of Officials</u>	<u>Fee Per Official</u>	<u># of Scorekeepers</u>
<b><u>Basketball</u></b>			
Pee wee	1	\$15.00	N/A
Junior	1	\$15.00	1 at \$8.00
Intermediate	2	\$15.00	1 at \$8.00
Senior	2	\$15.00	1 at \$8.00
<b><u>Tackle Football</u></b>			
8-10 Age Group	3	\$27.50	N/A
11-12 Age Group	3	\$27.50	N/A
<b><u>Flag Football</u></b>			
Pee wee	1	\$15.00	N/A
Junior	2	\$15.00	N/A
Intermediate	2	\$15.00	N/A
Senior	2	\$15.00	N/A
<b><u>Soccer</u></b>			
Pee Wee	1	\$15.00	N/A
Junior	2	\$15.00	N/A
Intermediate	2	\$15.00	N/A
Senior	2	\$15.00	N/A
<b><u>Baseball</u></b>			
T-ball	1	\$15.00	
Machine Pitch	1	\$15.00	
Senior Midget	2	\$22.50	
Freshman	2	\$22.50	
Junior	2	\$22.50	

Baseball fees based on minimum 1.5 hour games. \$15.00 per plus 7.50 per ½ hour.

### **Softball**

Youth	2	\$15.00
Adult	2	\$17.00
Adult (1Man)	1	\$22.00

**Protested Game:** Officials and scorekeepers fees shall only be paid for the originally scheduled game of any game, or portion of a game, replayed due to a protest that is upheld by a Protest Committee.

**City Council Regular**

**G. 8.**

**Meeting Date:** 09/20/2011

**Contact:** Ryan Haverlah, Asst Dir Finance/Budget Dir, Finance

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**SUBJECT**

Consideration and action on an amendment to the depository agreement with National Bank. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

**BACKGROUND/HISTORY**

The City of Copperas Cove prepared and let a request for proposal for bank depository service in October 2009. National Bank was awarded the depository service and entered into an agreement on November 17, 2009 to provide bank depository service to the City. The term of the agreement began on October 1, 2009 and will end on September 30, 2011.

The City enters into a depository agreement with a bank for several reasons: safe-keeping of monetary assets, liquidity of cash on hand, accept cash deposits, ability to service checks prepared for vendors and employees, send and receive electronically transferred funds, and a variety of other services.

**FINDINGS/CURRENT ACTIVITY**

As of September 30, 2011, the bank depository agreement with National Bank will end. The agreement does not provide for any type of automatic or elective extension. Staff is preparing an RFP to accept proposals for depository service, but a new agreement will not be signed before September 30, 2011. Therefore, an amendment to the existing agreement with National Bank is necessary to continue provide depository service until the RFP process is finished and City Council enters into a new agreement. National Bank has expressed they would continue to provide depository service through the extension of the agreement.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends City Council approve the amendment to the depository agreement.

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**Fiscal Impact**

**FINANCIAL IMPACT:**

The City's monetary assets will remain in safe-keeping and remain liquid as required by the Public Funds Investment Act (Texas Government Code, Chapter 2256).

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**Attachments**

[Amendment to Agreement](#)

[Current Agreement](#)

**AMENDMENT TO AGREEMENT**

**STATE OF TEXAS**

**COUNTY OF CORYELL**

On or about November 17, 2009, the City of Copperas Cove (the "City") and National Bank (the "Bank"), a bank chartered by the State of Texas, entered into an Agreement for depository services which included Exhibit A (Request for Proposals for Depository Services due by September 22, 2009), Exhibit B (the proposal submitted by the Bank on September 22, 2009), and Exhibit C (Safekeeping Agreement in the Investment Policy). The term of the Agreement is set to end on September 30, 2011.

The parties agree to extend the term of the Agreement through October 31, 2011 and further agree to extend the term again for an additional 30 days beyond October 31, 2011, if deemed necessary and agreed to in a separate second amendment, executed in writing by both parties prior to the expiration of the extended term,

The City and the Bank agree that this Amendment to the Agreement is binding on all parties hereto, their successors and assigns.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF COPPERAS COVE**

**NATIONAL BANK**

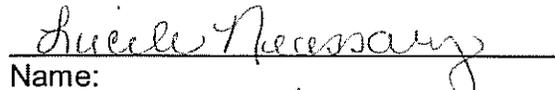
\_\_\_\_\_  
Andrea M. Gardner  
City Manager

  
\_\_\_\_\_  
Kenneth K. Poston  
Executive Vice President/Comptroller

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Jane Lees  
City Secretary

  
\_\_\_\_\_  
Name:  
Title: SVP, Cashier

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denton, Navarro, Rocha & Bernal, P.C.  
City Attorney

## **BANK DEPOSITORY AGREEMENT**

This Bank Depository Agreement (the "Agreement") is made and entered into the 17th of November, 2009, by and between the City of Copperas Cove, Texas (the "City") and National Bank (the "Bank") a bank chartered by the State of Texas.

This Agreement, along with the "Request for Proposals for Depository Services" due by September 22, 2009, which is attached hereto as Exhibit A and incorporated by reference for all intent and purposes, the proposal submitted by the Bank on September 22, 2009, which is attached hereto as Exhibit B and incorporated by reference for all intent and purposes, the Safekeeping Agreement in the Investment Policy, which is attached hereto as Exhibit C and incorporated by reference for all intent and purposes shall constitute the entire Agreement between parties. The City may at its discretion add additional services after the agreement between the parties have been executed and for which Bank will be entitled to additional compensation, all as may be mutually agreed by the parties in writing.

The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written modifications signed by both parties after execution of the Agreement.

**DESIGNATION OF DEPOSITORY:** The City, through action of its Governing Body, hereby designates the Bank as its depository for banking services for a two-year period commencing October 1, 2009 and ending September 30, 2011.

**DESIGNATION OF CUSTODIAN:** The City and Bank hereby designate the JP Morgan Chase Bank (the "Custodian") to hold in trust, according to the terms and conditions of the City Request for Proposal, RFP No. 2009-13-31; due by September 22, 2009, (the "RFP") and pursuant to a separate Safekeeping Agreement, attached as Exhibit C, all securities pledged as depository collateral in accordance with the City's Investment Policy.

Any and all fees from the Custodian associated with the safekeeping of securities pledged to the benefit of the City shall be borne by the Bank.

**FINANCIAL POSITION:** The Bank will provide a statement of its financial position on at least a quarterly basis. The Bank will provide an annual statement audited by its independent auditors including a letter as to its "fair presentation" within 180 days following the end of its fiscal year.

**AUTHORIZED SIGNATURES:** Only the City Manager and the Director of Financial Services or other person(s) as authorized by the City Manager or Director of Financial Services in writing on forms provided by and delivered to Bank are authorized to sign any check, draft, warrant, or written order drawn on said Funds. The Bank shall not honor any check, draft, warrant, or written order drawn on said Fund unless such instrument is signed by such authorized person(s) so designated in writing. The Director of Financial Services is hereby authorized to certify in writing to the Bank the genuineness of the signatures of the above referenced staff members, any personnel change in those positions, and the genuineness of the signatures of any new authorized staff, and the Bank is authorized to accept and rely upon such written certification(s).

**COLLATERAL:** The Bank shall, no later than the fifth of every month pledge to the City, securities as defined by The Public Funds Collateral Act [Article 2529d, V.T.C.S.], for the municipal funds deposited with the Bank. The value of approved securities must be maintained at the level required by The Public Funds Collateral Act and in accordance with provisions set out in Exhibit A. The value of the approved securities is determined by the Director of Financial Services, and that determination is final and binding on the Bank which approvals shall not be unreasonably withheld.

If at any time the funds deposited exceed the amount of security pledged, the Bank shall, immediately pledge additional securities with the City. The City may require the Bank to pledge additional securities at any time the Director of Financial Services considers it advisable or necessary for the protection of the City, in accordance with the Texas Local Government Code, Section 105.051.

The Bank shall have the privilege of exchanging or substituting the approved securities deposited and pledged; provided however, the securities exchanged or substituted must be first approved by the Director of Financial Services. In addition, the Bank shall have the privilege of releasing securities pledged by the Bank in excess of the amount required by Chapter 105 of the Texas Local Government Code; provided however, the securities released must be first approved by the Director of Financial Services.

**INVESTMENTS:** All monies in the Fund may be invested and reinvested from time to time in certificates of deposit at the Bank, or in obligations of the United States of America, the State of Texas, or any county, city, agencies or other political subdivision of the State of Texas. Certificates of deposit may also be purchased at other banks. The Director of Financial Services or their authorized representative is the individual authorized to receive statements of the City's account(s) and to provide instructions to the Bank concerning investment and reinvestment of the City's funds. A copy of the Investment Policy adopted in Resolution form by the Copperas Cove City Council on October 13, 2009 is provided as amended.

**SCOPE OF SERVICES:** The Bank shall execute and perform those duties and services described in the Agreement. The Bank shall faithfully do and perform all of the duties and obligations required by the laws of the State of Texas. The Bank shall, upon representation, pay all checks drawn on it by the duly authorized representatives of the City against funds of the City on demand deposit. Upon termination of its designation as depository of the City, the Bank shall promptly turn over to its successor all funds, property, and things of value coming into its hands as depository of the City.

**BANK COMPENSATION:** Bank will be compensated for any and all services rendered to City under this Agreement on a cost per item or monthly charge basis as set forth in the service charges of the Bank's Response (Exhibit B).

**DEFAULT:** Collateralization Default shall mean a failure by the Bank to deposit with and pledge to the City approved securities having a value equal to the amounts of funds to the extent said funds are not insured by the Federal Deposit Insurance Corporation or its successors.

General Default shall mean a failure of the Bank to perform its duties and responsibilities as a depository bank for the City as required in this Agreement and under the laws of the State of Texas, other than failure amounting to a Collateralization Default.

In addition to all other remedies at law or in equity which the City may have from time to time against the Bank, the City shall be authorized, upon a Collateralization and/or General Default by the Bank, and after written notice of such default to the Bank and expiration of the appropriate opportunity to cure, or at any time thereafter during the continuance of any such default, to sell at public or private sale approved securities pledged to the City, or any part thereof, to the highest bidder for cash. The City shall give the Bank written notice of the time and place of sale at least ten (10) days prior to the sale. The Bank shall have the ten (10) day period to cure the default and prevent the sale. In the event of any such sale, the City shall obtain bids from three (3) recognized security dealers. The City may apply proceeds of such sale to the satisfaction of all damages and losses incurred by the City as a result of the Collateralization and/or General Default, and the remainder, if any, of said proceeds will be promptly returned to the Bank or its successors.

**ATTORNEY'S FEES AND EXPENSES:** In the event that either party hereto brings suit to enforce the terms hereof, it is agreed that the losing party shall pay to the successful party costs and reasonable attorney's fees.

**NON-ASSIGNABILITY:** This Agreement is not assignable in whole or in part but is binding on the parties, their successors and assigns.

**TERMINATION:** This Agreement may be terminated by either the City or the Bank by giving a sixty (60) days prior written notice to the parties.

**BANK AUTHORIZATION:** The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

**APPLICABLE LAW:** This Agreement shall be deemed and construed to comply with the applicable provisions and requirements of the laws of the State of Texas governing depositories for public funds, and any part, section, or provision herein not complying therewith shall be interpreted, applied and executed so as to effectuate such compliance. This agreement is performable in Coryell County, Texas.

**DISPUTE RESOLUTION:** In the event of a dispute regarding either party's performance under this agreement the parties shall first mediate the dispute. If the dispute is not resolved by mediation either party may bring suit in court of competent jurisdiction.

**CONFLICTS WITH EXHIBIT B TO THIS AGREEMENT:** In the event of any conflict between this Agreement and Exhibit B to this Agreement, this Agreement shall control.

EXECUTED in duplicate this 17th day of November, 2009.

**CITY**

**BANK**

*Andrea M. Gardner*

Andrea M. Gardner  
City Manager

*Kenneth K. Poston*

Kenneth K. Poston  
Executive Vice President/Comptroller

ATTEST:

*Jane Lees*

Jane Lees  
City Secretary

ATTEST:

*Kecela Necessary*

Name  
Title VP/Cashier

APPROVED AS TO FORM:

*Abel*

Denton, Navarro, Rocha & Bernal, P.C.  
City Attorney

CUSTODIAN

Name  
Title

ATTEST:

Name  
Title

**City Council Regular**

**G. 9.**

**Meeting Date:** 09/20/2011

**Contact:** Velia Key, Director of Financial Services, Finance

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**SUBJECT**

Consideration and action on a resolution accepting the quarterly investment report as presented for the quarter ending March 31, 2011 per the Investment Policy. **Velia Key, Director of Financial Services**

**BACKGROUND/HISTORY**

The Public Funds Investment Act of Chapter 2256, Texas Government Code, requires investment management reports to be accepted by the governing body. The City's Investment Policy requires that the Investment Officer shall report to City Council no less than on a quarterly basis, a detailed listing of all purchases, sales and payments, and a description of each security held as well as management summary information. The attached exhibits are those reporting requirements for the quarter ending March 31, 2011.

**FINDINGS/CURRENT ACTIVITY**

See attached quarterly investment report.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council approve Resolution No. 2011-37, accepting the quarterly investment report as presented for the quarter ending March 31, 2011 per the Investment Policy.

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**Attachments**

Resolution

Investment Rpt ending 3/31/11

**RESOLUTION NO. 2011-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS APPROVING THE INVESTMENT REPORT FOR QUARTER ENDED MARCH 31, 2011.**

**WHEREAS**, Chapter 2256 of the Texas Government Code, commonly known as the “Public Funds Investment Act,” requires the Investment Officer of the City to present not less than quarterly a written report of investment transactions for all funds covered for the preceding reporting period to the governing body; and

**WHEREAS**, This quarterly investment report must be approved quarterly; and

**WHEREAS**, This reporting is authorized by the Public Funds Investment Act; and

**WHEREAS**, The Public Funds Investment Act requires the quarterly investment report be presented to the governing body; and

**WHEREAS**, The attached quarterly investment report complies with the Public Funds Investment Act.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS:**

**Section 1.**

That the City of Copperas Cove has complied with the requirements of the Public Funds Investment Act, and the Quarterly Investment Report for quarter ended March 31, 2011 attached hereto as “Exhibit A,” is hereby approved as the quarterly investment report for quarter ended March 31, 2011 of the City effective September 20, 2011.

**PASSED, APPROVED, AND ADOPTED** on this 20th day of September 2011 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov’t Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

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John Hull, Mayor

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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Denton, Navarro, Rocha  
& Bernal, P.C., City Attorney



# **Quarterly Investment Report Ending as of March 31, 2011**

# *City of Copperas Cove, Texas*

## *Quarterly Investment Report*

*January 1, 2011– March 31, 2011*

*The following reports are submitted in accordance with the Public Funds Investment Act (Chapter 2256). The report also offers supplement not required by the Act to fully inform the City Council of the position and activity within the City of Copperas Cove's portfolio of investments. The reports include a management summary overview, detailed holdings report for the end of the period, and a transaction report as well as graphic representations of the portfolio to provide full disclosure to the City Council.*

*The City of Copperas Cove's portfolio is managed in full compliance with the Public Funds Investment Act, the City's Investment Policy and Strategy and under the strictest safety parameters as set by the City Council.*

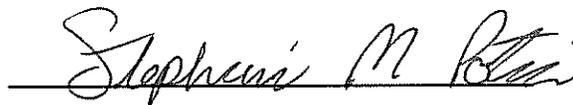
*City of Copperas Cove, Texas*  
**Operating Fund Quarterly Investment Report**  
*January 1, 2011 – March 31, 2011*  
**Portfolio Summary Management Report**

This quarterly report is in compliance with the investment policy and strategy as established by the City and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

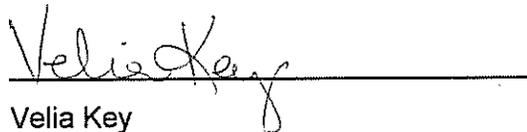
<u>Portfolio as of January 1, 2011</u>		<u>Portfolio as of March 31, 2011</u>	
Ending Book Value	\$25,337,776	Ending Book Value	\$28,142,330
Ending Market Value	\$25,337,776	Ending Market Value	\$28,142,230
Unrealized Gain/Loss	\$0	Unrealized Gain/Loss	\$0
<b>Change in Unrealized Gain/Loss</b>	<b>\$0</b>	<b>Change in Unrealized Gain/Loss</b>	<b>\$0</b>



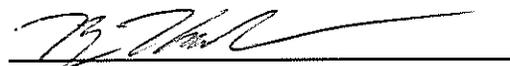
Andrea Gardner  
City Manager



Stephanie Potvin  
Project Accountant



Velia Key  
Director of Financial Services

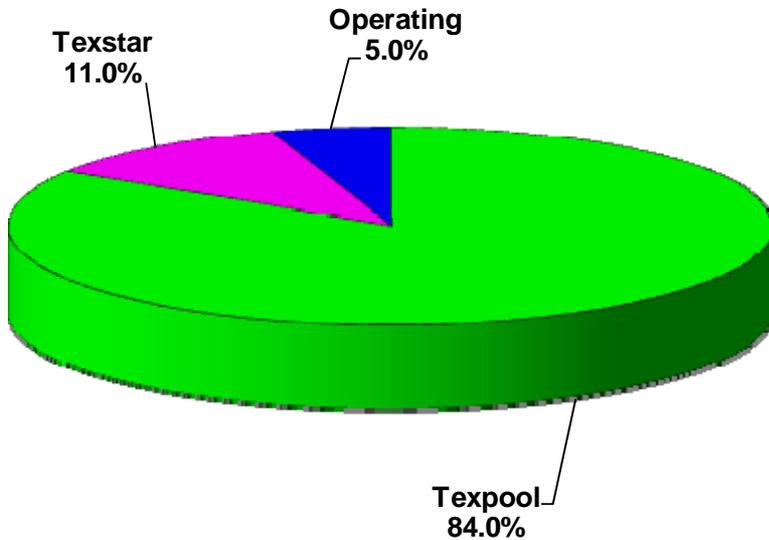


Ryan Haverlah  
Budget Director

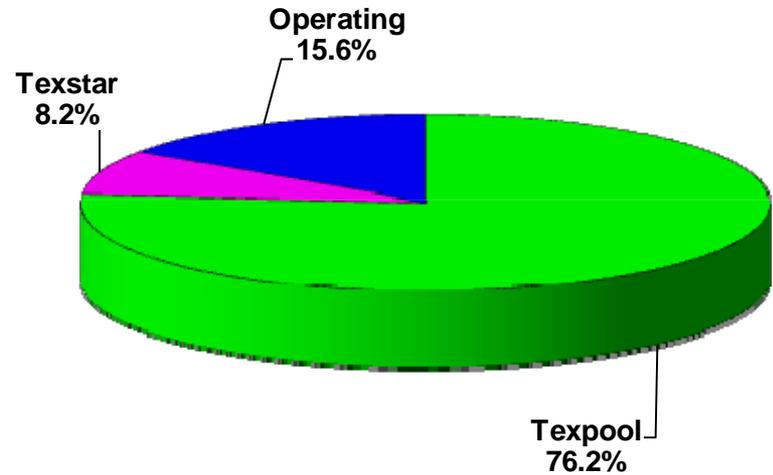
# City of Copperas Cove, Texas

## Portfolio Allocation Analysis

Fiscal Year 2010-11  
1st Quarter (October-December)



Fiscal Year 2010-11  
2nd Quarter (January-March)



**CITY OF COPPERAS COVE**  
**MONTHLY COUNCIL REPORT**  
**SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Account)**  
As of March 31, 2011 (FY 2010-11)

<b>FUNDS IN INVESTMENT POOLS</b>	
TEXSTAR	\$ 2,041,096.83
TEXPOOL	23,853,438.60
<b>Subtotal on Funds in Investment Pools</b>	<b>\$ 25,894,535.43</b>
<b>CHECKING ACCOUNTS</b>	
Master Account	\$1,691,095.78
Payroll	299,581.42
Rental Rehab	15,302.17
Law Enforcement Block Grant	8,104.43
Pending Forfeitures	24,639.54
Non-Interest Bearing Account - Grants and Court Bonds	206,526.74
<b>Subtotal Checking Accounts</b>	<b>\$2,245,250.08</b>
<b>SAVINGS ACCOUNTS (Per Quarterly Stmt)</b>	
Subdivision Escrow	2,544.79
<b>Subtotal Savings Accounts</b>	<b>\$2,544.79</b>
<b>TOTAL INVESTMENTS &amp; CASH ACCOUNTS</b>	<b>\$28,142,330.30</b>

**SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Fund)**  
As of March 31, 2011 (FY 2010-11)

FUND	TOTAL CASH & INVESTMENTS
General Fund	\$7,712,235.82
Water & Sewer Fund	\$4,018,113.64
Solid Waste Fund	\$1,021,364.23
Youth Activity Fund	\$50,425.29
Drainage Utility Fund	\$818,482.21
Cemetery Fund	(\$5,014.83)
General Obligation Interest & Sinking Fund	\$4,777,803.39
Municipal Golf Course Fund	(\$220,007.95)
Small Business Revolving Loan Fund	\$62,175.39
Library Gifts & Memorials Fund	\$11,883.71
Hotel/Motel Tax Fund	\$55,635.81
Animal Shelter Donations Fund	\$17,571.42
Police Court Order Fund	\$0.00
City-Wide Donations Fund	\$50,988.85
City Wide Grants	\$244,799.87
FEMA Grant Funds	\$9.37
Municipal Court Efficiency	\$17,956.32
Municipal Court Technology	\$57,823.98
Municipal Court Security	\$19,233.71
Police Restricted Fund	\$24,741.49
Police Federal Seizure Fund	\$2,104.23
Law Enforcement Block Grant Fund	\$13,251.20
Fire Department Grant Fund	\$9,422.23
Library Grant Fund	\$15,530.64
Step Grant	\$3,306.65
Tobacco Grant	\$1,629.69
2009 General Obligation (Drainage)	\$7,889.49
2009 General Obligation (Tax Supported)	\$113,602.45
2009 Tax Notes (Tax Supported)	\$98,737.85
2009 Tax Notes (Water & Sewer)	\$56,577.78
2009 Tax Notes (Solid Waste)	\$400,808.44
2009 Tax Notes (Hotel Occupancy Tax)	\$124,825.89
FM 1113 Grant	\$50,178.66
2006 Limited Tax Notes	\$22,916.40
2008 Tax Note	\$37,330.03
2008 Tax Note (Drainage)	\$153,473.58
2008 Tax Note Golf	\$277,993.67
2008A Limited Tax Notes (Tax Supported)	\$250,442.83
2008A Limited Tax Notes (Water & Sewer)	(\$29,410.00)
2008A Limited Tax Notes (Solid Waste)	\$73,826.82
2008A Limited Tax Notes (Drainage)	\$60,093.37
2010 General Obligation (Water & Sewer)	\$2,472,696.06
2010 General Obligation (Tax Supported)	(\$1,309.71)
2010 Tax Notes (Water & Sewer)	\$2,974,083.83
2010 Tax Notes (Tax Supported)	\$536,569.89
2009 Tax Notes (W&S)	\$0.00
2010A Tax Notes (Tax Supported)	\$1,251,608.93
2010A Tax Notes (Water & Sewer)	\$50,675.95
2010A Tax Notes (Solid Waste)	\$461,360.24
2011 Tax Notes	\$65,784.86
2011 General Obligation Bonds	\$4,647.10
Reliever Route	\$14.86
2005 Certificates of Obligation (Water Projects)	\$0.00
2001 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	(\$183.25)
2003 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$23,334.58
2003 Combination Tax & Revenue C/O's (Water/Wastewater Phase III CIP)	(\$189,274.14)
2007 Combination Tax & Revenue C/O's (Police Facility)	\$11,567.48
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>\$28,142,330.30</b>
<b>RECAP OF CASH &amp; INVESTMENTS:</b>	
INVESTMENTS IN TEXPOOL	\$ 23,853,438.60
INVESTMENTS IN TEXSTAR	2,041,096.83
CASH IN BANK	\$2,247,794.87
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>\$ 28,142,330.30</b>

**CITY OF COPPERAS COVE  
INVESTMENT SCHEDULE  
As of March 31, 2011 (FY 2010-11)**

As of March 31, 2011, the City of Copperas Cove's investment portfolio was made up of investments in TEXPOOL, TEXSTAR, and bank deposits with the City's local depository. This portfolio accomplishes the objective of maintaining liquidity while earning a modest yield on invested taxpayers dollars.

TEXPOOL Investments	Market Value 01/01/11	Investments	Redemptions	Accrued Interest	Book Value 03/31/11	Market Value 03/31/11
General Fund	\$ 3,832,364.65	\$ 2,145,791.39	\$ -	\$ 1,582.20	\$ 5,070,738.24	\$ 5,070,738.24
Water & Sewer Fund	4,110,200.48	-	886,703.83	1,372.72	3,133,669.35	3,133,669.35
Solid Waste Fund	1,000,105.88	-	152,062.88	363.30	856,566.59	856,566.59
Drainage Utility Fund	820,226.68	-	54,116.12	297.17	772,405.03	772,405.03
Interest & Sinking Fund	542,061.57	3,695,636.79	-	607.08	4,239,106.24	4,239,106.24
Youth Activities Fund	21,632.46	-	11,740.20	7.33	10,000.50	10,000.50
Golf Course Interest & Sinking	39.84	-	-	-	39.84	39.84
Small Business Revolving Loan Fund	60,077.57	-	-	22.65	60,000.22	60,000.22
Hotel/Motel Fund	14,779.05	2,156.00	4,321.00	4.79	12,618.84	12,618.84
Municipal Court Efficiency	10,040.12	-	50.00	5.01	15,006.03	15,006.03
Municipal Court Technology	58,425.36	-	2,090.36	21.57	56,348.57	56,348.57
Municipal Court Security	20,404.84	-	-	7.84	20,502.48	20,502.48
2008 Tax Supported Note	108,066.02	-	-	73.91	108,040.53	108,040.53
2008 Tax Supported Note/ Golf	287,963.57	-	-	106.09	287,970.56	287,970.56
2008 Tax Supported Note (Drainage)	153,410.50	-	-	56.09	153,473.50	153,473.50
2007 C/O Police Facility	11,583.45	-	4,774.00	4.03	6,783.48	6,783.48
2010 General Obligation (Water & Sewer)	2,600,384.68	-	25,865.11	983.20	2,581,402.85	2,581,402.85
2010 General Obligation (Tax Supported)	268,070.17	-	268,000.00	77.12	155.20	155.20
2010 Tax Notes (Water & Sewer)	2,691,501.70	-	8,177.50	1,110.05	2,684,434.33	2,684,434.33
2010 Tax Notes (Tax Supported)	570,300.07	-	16,430.00	209.32	560,067.30	560,067.30
2010A Tax Notes (Tax Supported)	1,354,422.09	948.40	30,832.38	403.62	1,316,031.82	1,316,031.82
2010A Tax Notes (Water & Sewer)	70,007.39	-	11,582.50	24.82	58,440.70	58,440.70
2010A Tax Notes (Solid Waste)	481,667.39	-	-	171.00	481,838.98	481,838.98
2011 Revenue and Limited Tax Notes	-	39,074,141.00	30,000,000.00	1,258.26	75,399.26	75,399.26
2011 GO Bonds Tax Supported	-	5,500,000.00	5,460,000.00	177.10	10,177.10	10,177.10
2001 C/O Bond Fund (Governmental)	261,002.61	-	281,000.00	75.14	77.75	77.75
Reliever Route	96,815.89	-	96,829.00	27.80	14.80	14.80
<b>Total TEXPOOL Investments</b>	<b>\$ 10,860,127.25</b>	<b>\$ 50,418,673.67</b>	<b>\$ 46,434,485.88</b>	<b>\$ 6,123.36</b>	<b>\$ 23,853,436.60</b>	<b>\$ 23,853,436.60</b>

TEXSTAR Investments	Market Value 01/01/11	Investments	Redemptions	Accrued Interest	Book Value 03/31/11	Market Value 03/31/11
2003 C/O Project Fund (Governmental)	\$ 305,978.88	\$ -	\$ 282,735.00	\$ 00.00	\$ 23,334.58	\$ 23,334.58
2003 C/O Project Fund (W&S Phase III)	277,775.89	-	-	103.30	277,879.20	277,879.20
2006 Tax Notes - Police Building Project	22,907.89	-	-	8.51	22,916.40	22,916.40
2008A Limited Tax Notes (Tax Supported)	258,706.50	-	-	96.24	258,892.83	258,892.83
2008A Limited Tax Notes (Water & Sewer)	73,709.58	-	-	27.42	73,737.00	73,737.00
2008A Limited Tax Notes (Solid Waste)	73,769.37	-	-	27.45	73,826.82	73,826.82
2008A Limited Tax Notes (Drainage)	60,071.03	-	-	22.34	60,093.37	60,093.37
2009 General Obligation (Drainage)	7,886.50	-	-	2.93	7,889.49	7,889.49
2009 General Obligation (Tax Supported)	122,151.97	-	-	45.42	122,197.39	122,197.39
2009 Tax Notes (Tax Supported)	464,993.85	-	-	172.91	465,166.76	465,166.76
2009 Tax Notes (Water & Sewer)	86,354.25	-	5,331.50	39.53	81,053.28	81,053.28
2009 Tax Notes (Solid Waste)	400,856.45	-	-	148.89	400,889.44	400,889.44
2009 Tax Notes (Hotel Occupancy Tax)	173,236.78	-	-	64.42	173,301.18	173,301.18
<b>Total TEXSTAR Investments</b>	<b>\$ 2,328,321.97</b>	<b>\$ -</b>	<b>\$ 288,066.50</b>	<b>\$ 641.36</b>	<b>\$ 2,041,000.83</b>	<b>\$ 2,041,000.83</b>

**Total Investments**      **\$ 22,188,449.22**      **\$ 50,418,673.67**      **\$ 46,722,552.38**      **\$ 6,764.72**      **\$ 25,894,535.43**      **\$ 25,894,535.43**

This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.

  
Andrea Gardner  
City Manager

  
Stephanie M. Potvin  
Project Accountant

  
Valia Key  
Director of Financial Services

  
Ryan Haverlah  
Budget Director

Sec. 5.01 (d) In the absence of a director of finance, the city manager will serve in the capacity of director of finance.

CITY OF COPPERAS COVE  
 QUARTERLY COUNCIL REPORT  
 MONTHLY YIELD for CASH ACCOUNTS AND INVESTMENTS (By Account)  
 As of March 31, 2011 (FY 2010-11)

**THE NATIONAL BANK OF CENTRAL TEXAS CASH BALANCES**

FY 2010-2011 MONTH	AVERAGE BALANCE	INTEREST EARNED	EFFECTIVE YIELD
January	4,748,934.05	422.36	0.108%
February	5,984,204.65	451.45	0.089%
March	4,262,646.60	308.22	0.088%
<b>TOTALS</b>	<b>4,998,595.10</b>	<b>1,182.03</b>	<b>0.095%</b>

**TEXPOOL CASH BALANCES**

FY 2010-2011 MONTH	AVERAGE BALANCE	INTEREST EARNED	EFFECTIVE YIELD
January	19,835,767.35	2,673.12	0.164%
February	19,290,200.24	2,176.34	0.133%
March	34,434,627.53	4,274.15	0.151%
<b>TOTALS</b>	<b>24,520,198.37</b>	<b>9,123.61</b>	<b>0.149%</b>

**TEXSTAR CASH BALANCES**

FY 2010-2011 MONTH	AVERAGE BALANCE	INTEREST EARNED	EFFECTIVE YIELD
January	2,325,914.20	323.35	0.169%
February	3,422,783.82	263.03	0.090%
March	2,132,046.69	254.98	0.146%
<b>TOTALS</b>	<b>2,626,914.90</b>	<b>841.36</b>	<b>0.135%</b>

**TOTAL PORTFOLIO PERFORMANCE SUMMARY**

FY 2010-2011 MONTH	AVERAGE BALANCE	INTEREST EARNED	EFFECTIVE YIELD
January	26,910,615.60	3,418.83	0.155%
February	28,697,188.71	2,890.82	0.119%
March	40,829,320.82	4,837.35	0.144%
<b>TOTALS</b>	<b>32,145,708.38</b>	<b>11,147.00</b>	<b>0.139%</b>

National Bank	Texpool	Texstar	Totals
4,998,595.10	24,520,198.37	2,626,914.90	32,145,708.37
0.15550	0.76278	0.08172	1.00000

**City Council Regular**

**G. 10.**

**Meeting Date:** 09/20/2011

**Contact:** Velia Key, Director of Financial Services, Finance

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**SUBJECT**

Consideration and action on a resolution accepting the quarterly investment report as presented for the quarter ending June 30, 2011 per the Investment Policy. **Velia Key, Director of Financial Services**

**BACKGROUND/HISTORY**

The Public Funds Investment Act of Chapter 2256, Texas Government Code, requires investment management reports to be accepted by the governing body. The City's Investment Policy requires that the Investment Officer shall report to City Council no less than on a quarterly basis, a detailed listing of all purchases, sales and payments, and a description of each security held as well as management summary information. The attached exhibits are those reporting requirements for the quarter ending June 30, 2011.

**FINDINGS/CURRENT ACTIVITY**

See attached quarterly investment report.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council approve Resolution No. 2011-42, accepting the quarterly investment report as presented for the quarter ending June 30, 2011 per the Investment Policy.

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**Attachments**

Resolution

Quarterly Investment report 6/30/11

**RESOLUTION NO. 2011-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS APPROVING THE INVESTMENT REPORT FOR QUARTER ENDED JUNE 30, 2011.**

**WHEREAS,** Chapter 2256 of the Texas Government Code, commonly known as the “Public Funds Investment Act,” requires the Investment Officer of the City to present not less than quarterly a written report of investment transactions for all funds covered for the preceding reporting period to the governing body; and

**WHEREAS,** This quarterly investment report must be approved quarterly; and

**WHEREAS,** This reporting is authorized by the Public Funds Investment Act; and

**WHEREAS,** The Public Funds Investment Act requires the quarterly investment report be presented to the governing body; and

**WHEREAS,** The attached quarterly investment report complies with the Public Funds Investment Act.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS:**

**Section 1.**

That the City of Copperas Cove has complied with the requirements of the Public Funds Investment Act, and the Quarterly Investment Report for quarter ended June 30, 2011 attached hereto as “Exhibit A,” is hereby approved as the quarterly investment report for quarter ended June 30, 2011 of the City effective September 20, 2011.

**PASSED, APPROVED, AND ADOPTED** on this 20th day of September 2011 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov’t Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

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John Hull, Mayor

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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Denton, Navarro, Rocha  
& Bernal, P.C., City Attorney



# **Quarterly Investment Report Ending as of June 30, 2011**

# *City of Copperas Cove, Texas*

## *Quarterly Investment Report*

*April 1, 2011– June 30, 2011*

*The following reports are submitted in accordance with the Public Funds Investment Act (Chapter 2256). The report also offers supplement not required by the Act to fully inform the City Council of the position and activity within the City of Copperas Cove's portfolio of investments. The reports include a management summary overview, detailed holdings report for the end of the period, and a transaction report as well as graphic representations of the portfolio to provide full disclosure to the City Council.*

*The City of Copperas Cove's portfolio is managed in full compliance with the Public Funds Investment Act, the City's Investment Policy and Strategy and under the strictest safety parameters as set by the City Council.*

*City of Copperas Cove, Texas*  
**Operating Fund Quarterly Investment Report**  
*April 1, 2011 – June 30, 2011*  
**Portfolio Summary Management Report**

This quarterly report is in compliance with the investment policy and strategy as established by the City and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

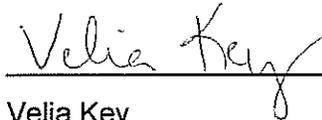
<u>Portfolio as of April 1, 2011</u>		<u>Portfolio as of June 30, 2011</u>	
Ending Book Value	\$28,142,330	Ending Book Value	\$26,918,155
Ending Market Value	\$28,142,230	Ending Market Value	\$26,918,155
Unrealized Gain/Loss	\$0	Unrealized Gain/Loss	\$0
<b>Change in Unrealized Gain/Loss</b>	<b>\$0</b>	<b>Change in Unrealized Gain/Loss</b>	<b>\$0</b>



Andrea Gardner  
City Manager



Stephanie Potvin  
Project Accountant



Velia Key  
Director of Financial Services

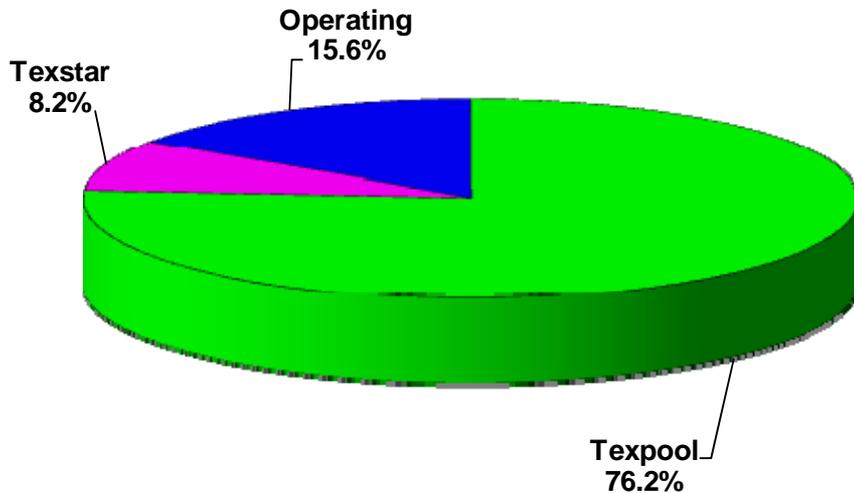


Ryan Haverlah  
Budget Director

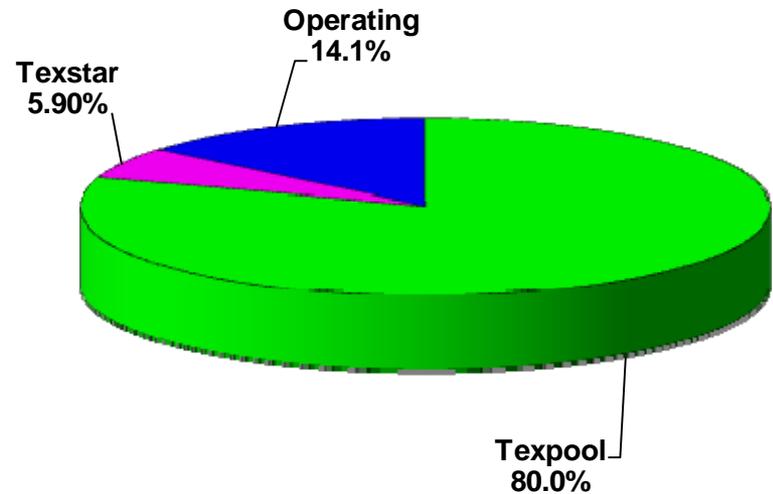
# City of Copperas Cove, Texas

## Portfolio Allocation Analysis

Fiscal Year 2010-11  
2ND Quarter (January-March)



Fiscal Year 2010-11  
3RD Quarter (April-June)



**CITY OF COPPERAS COVE**  
**MONTHLY COUNCIL REPORT**  
**SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Account)**  
As of June 30, 2011 (FY 2010-11)

<b>FUNDS IN INVESTMENT POOLS</b>		
TEXSTAR		\$ 1,422,677.31
TEXPOOL		21,198,438.12
<b>Subtotal on Funds in Investment Pools</b>		<u>\$ 22,621,115.43</u>
<b>CHECKING ACCOUNTS</b>		
Master Account		\$3,982,047.03
Accounts Payable		57,860.02
Payroll		1.92
Rental Rehab		15,305.99
Law Enforcement Block Grant		8,106.46
Pending Forfeitures		24,645.68
Non-Interest Bearing Account - Grants and Court Bonds		206,526.74
<b>Subtotal Checking Accounts</b>		<u>\$4,294,493.84</u>
<b>SAVINGS ACCOUNTS (Per Quarterly Stmt)</b>		
Subdivision Escrow		2,545.38
<b>Subtotal Savings Accounts</b>		<u>\$2,545.38</u>
<b>TOTAL INVESTMENTS &amp; CASH ACCOUNTS</b>		<u><u>\$26,918,154.65</u></u>

**SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Fund)**  
As of June 30, 2011 (FY 2010-11)

FUND	TOTAL CASH & INVESTMENTS
General Fund	\$6,157,692.75
Water & Sewer Fund	\$4,735,759.64
Solid Waste Fund	\$1,068,369.08
Youth Activity Fund	\$45,504.58
Drainage Utility Fund	\$939,702.65
Cemetery Fund	(\$12,890.27)
General Obligation Interest & Sinking Fund	\$4,817,857.35
Municipal Golf Course Fund	(\$254,500.68)
Small Business Revolving Loan Fund	\$69,900.94
Library Gifts & Memorials Fund	\$11,936.05
Hotel/Motel Tax Fund	\$66,210.53
Animal Shelter Donations Fund	\$17,574.87
Police Court Order Fund	\$0.00
City-Wide Donations Fund	\$35,798.59
City Wide Grants	\$469,915.06
FEMA Grant Funds	\$9.37
Municipal Court Efficiency	\$18,217.10
Municipal Court Technology	\$53,826.85
Municipal Court Security	\$16,564.07
Police Restricted Fund	\$24,747.66
Police Federal Seizure Fund	\$2,104.23
Law Enforcement Block Grant Fund	\$11,368.60
Fire Department Grant Fund	\$9,424.08
Library Grant Fund	\$15,454.46
Step Grant	\$3,306.65
Tobacco Grant	\$1,345.98
2009 General Obligation (Drainage)	\$7,891.37
2009 General Obligation (Tax Supported)	\$115,999.63
2009 Tax Notes (Tax Supported)	\$75,127.92
2009 Tax Notes (Water & Sewer)	(\$18,916.31)
2009 Tax Notes (Solid Waste)	\$400,903.58
2009 Tax Notes (Hotel Occupancy Tax)	\$122,238.11
FM 1113 Grant	\$50,178.66
2006 Limited Tax Notes	\$18,191.26
2008 Tax Note	\$37,357.05
2008 Tax Note (Drainage)	\$153,508.65
2008 Tax Note Golf	\$251,101.09
2008A Limited Tax Notes (Tax Supported)	\$250,502.91
2008A Limited Tax Notes (Water & Sewer)	\$4.63
2008A Limited Tax Notes (Solid Waste)	\$73,844.34
2008A Limited Tax Notes (Drainage)	\$60,107.63
2010 General Obligation (Water & Sewer)	\$2,388,905.65
2010 General Obligation (Tax Supported)	(\$1,309.71)
2010 Tax Notes (Water & Sewer)	\$2,861,832.16
2010 Tax Notes (Tax Supported)	\$533,446.43
2009 Tax Notes (W&S)	\$0.00
2010A Tax Notes (Tax Supported)	\$756,545.48
2010A Tax Notes (Water & Sewer)	\$50,688.41
2010A Tax Notes (Solid Waste)	\$461,465.71
2011 Tax Notes	\$65,779.76
2011 General Obligation Bonds	\$4,645.76
Reliever Route	\$14.86
2005 Certificates of Obligation (Water Projects)	\$0.00
2001 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	(\$183.25)
2003 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$50,721.31
2003 Combination Tax & Revenue C/O's (Water/Wastewater Phase III ClP)	(\$189,208.18)
2007 Combination Tax & Revenue C/O's (Police Facility)	\$11,569.55
<b>TOTAL CASH &amp; INVESTMENTS</b>	<u><u>\$26,918,154.65</u></u>
RECAP OF CASH & INVESTMENTS:	
INVESTMENTS IN TEXPOOL	\$ 21,198,438.12
INVESTMENTS IN TEXSTAR	1,422,677.31
CASH IN BANK	\$4,297,039.22
<b>TOTAL CASH &amp; INVESTMENTS</b>	<u><u>\$ 26,918,154.65</u></u>

**CITY OF COPPERAS COVE  
INVESTMENT SCHEDULE  
As of June 30, 2011 (FY 2010-11)**

As of June 30, 2011, the City of Copperas Cove's Investment portfolio was made up of investments in TEXPOOL, TEXSTAR, and bank deposits with the City's local depository. This portfolio accomplishes the objective of maintaining liquidity while earning a modest yield on invested taxpayers dollars.

TEXPOOL Investments	Market Value		Investments	Redemptions	Accrued Interest	Book Value	Market Value
	04/01/11	06/30/11					
General Fund	\$ 5,070,730.24	\$	-	\$ 000,426.05	\$ 1,207.00	\$ 5,071,510.07	\$ 5,071,510.07
Water & Sewer Fund	3,133,900.35	-	-	407,065.14	644.02	2,727,446.03	2,727,446.03
Solid Waste Fund	856,566.50	-	-	182,802.52	107.23	603,041.30	603,041.30
Drainage Utility Fund	772,405.03	-	-	10,601.89	174.01	761,077.75	761,077.75
Interest & Sinking Fund	4,230,106.24	-	-	-	069.00	4,240,075.32	4,240,075.32
Youth Activities Fund	10,099.50	-	-	5,732.62	1.24	4,368.21	4,368.21
Golf Course Interest & Sinking	30.94	-	-	-	-	30.94	30.94
Small Business Revolving Loan Fund	60,900.22	-	-	-	13.01	60,014.13	60,014.13
Hotel/Motel Fund	12,619.84	-	-	-	2.89	12,621.73	12,621.73
Municipal Court Efficiency	15,000.03	-	-	50.00	3.07	15,049.70	15,049.70
Municipal Court Technology	50,340.57	-	-	3,160.82	66.54	53,234.29	53,234.29
Municipal Court Security	20,502.48	-	-	3,655.80	4.27	16,850.95	16,850.95
2008 Tax Supported Note	199,940.53	-	-	186,364.50	27.02	32,583.05	32,583.05
2009 Tax Supported Note/ Golf	267,970.50	-	-	36,032.26	62.70	251,101.00	251,101.00
2009 Tax Supported Note (Drainage)	153,473.58	-	-	-	35.07	153,508.65	153,508.65
2007 C/O Police Facility	6,703.48	4,774.00	-	-	2.07	11,560.55	11,560.55
2010 General Obligation (Water & Sewer)	2,581,402.85	-	-	225,715.79	565.06	2,356,252.15	2,356,252.15
2010 General Obligation (Tax Supported)	155.20	-	-	-	-	155.20	155.20
2010 Tax Notes (Water & Sewer)	2,084,434.33	-	-	123,270.25	688.08	2,001,032.16	2,001,032.16
2010 Tax Notes (Tax Supported)	580,087.39	-	-	26,765.00	124.04	533,446.43	533,446.43
2010A Tax Notes (Tax Supported)	1,316,031.02	-	-	550,716.00	220.66	750,545.48	750,545.48
2010A Tax Notes (Water & Sewer)	50,449.70	-	-	7,773.75	12.46	50,688.41	50,688.41
2010A Tax Notes (Solid Waste)	461,838.08	-	-	478.74	105.47	461,465.71	461,465.71
2011 Revenue and Limited Tax Notes	75,398.26	-	-	9,035.31	15.01	65,770.76	65,770.76
2011 GO Bonds Tax Supported	10,177.10	-	-	5,533.13	1.70	4,645.70	4,645.70
2001 C/O Bond Fund (Governmental)	77.75	-	-	70.00	-	7.75	7.75
Reliever Route	14.80	-	-	-	-	14.80	14.80
<b>Total TEXPOOL Investments</b>	<b>\$ 23,853,438.60</b>	<b>\$ 4,774.00</b>	<b>\$ 2,064,878.57</b>	<b>\$ 5,106.09</b>	<b>\$ 21,106,438.12</b>	<b>\$ 21,106,438.12</b>	

TEXSTAR Investments	Market Value		Investments	Redemptions	Accrued Interest	Book Value	Market Value
	04/01/11	06/30/11					
2003 C/O Project Fund (Governmental)	\$ 23,334.58	\$	-	\$	5.54	\$ 23,340.12	\$ 23,340.12
2003 C/O Project Fund (W&S Phase III)	277,079.29	-	-	-	65.06	277,045.25	277,045.25
2006 Tax Notes - Police Building Project	22,016.40	-	-	4,730.02	4.68	18,101.20	18,101.20
2008A Limited Tax Notes (Tax Supported)	258,092.03	-	-	0,450.00	60.08	250,502.01	250,502.01
2008A Limited Tax Notes (Water & Sewer)	73,737.00	-	-	73,000.00	5.03	742.63	742.63
2008A Limited Tax Notes (Solid Waste)	73,028.82	-	-	-	17.52	73,044.34	73,044.34
2008A Limited Tax Notes (Drainage)	60,093.37	-	-	-	14.26	60,107.03	60,107.03
2009 General Obligation (Drainage)	7,889.49	-	-	-	1.88	7,891.37	7,891.37
2009 General Obligation (Tax Supported)	122,197.39	-	-	10,441.63	27.24	111,783.00	111,783.00
2009 Tax Notes (Tax Supported)	485,166.76	-	-	300,087.64	48.60	75,127.02	75,127.02
2009 Tax Notes (Water & Sewer)	81,051.28	-	-	81,000.00	5.01	59.10	59.10
2009 Tax Notes (Solid Waste)	400,808.44	-	-	-	65.14	400,903.58	400,903.58
2009 Tax Notes (Hotel Occupancy Tax)	173,301.18	-	-	51,008.18	35.11	122,238.11	122,238.11
<b>Total TEXSTAR Investments</b>	<b>\$ 2,041,090.03</b>	<b>\$</b>	<b>\$ 018,807.47</b>	<b>\$ 387.05</b>	<b>\$ 1,422,677.31</b>	<b>\$ 1,422,677.31</b>	

**Total Investments**      **\$ 25,894,535.43**      **\$ 4,774.00**      **\$ 3,283,687.04**      **\$ 5,493.04**      **\$ 22,621,115.43**      **\$ 22,621,115.43**

This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.



Andrea Gardner  
City Manager



Vella Key  
Director of Financial Services



Stephanie Potvin  
Project Accountant



Ryan Haverlah  
Budget Director

Sec. 0.01 (d) In the absence of a director of finance, the city manager will serve in the capacity of director of finance.

CITY OF COPPERAS COVE  
 QUARTERLY COUNCIL REPORT  
 MONTHLY YIELD for CASH ACCOUNTS AND INVESTMENTS (By Account)  
 As of June 30, 2011 (FY 2010-11)

**THE NATIONAL BANK OF CENTRAL TEXAS CASH BALANCES**

FY 2010-2011 MONTH	AVERAGE BALANCE	INTEREST EARNED	EFFECTIVE YIELD
April	3,224,372.56	250.53	0.095%
May	4,161,191.95	357.70	0.101%
June	4,265,814.53	354.37	0.101%
<b>TOTALS</b>	<b>3,883,793.01</b>	<b>962.60</b>	<b>0.099%</b>

**TEXPOOL CASH BALANCES**

FY 2010-2011 MONTH	AVERAGE BALANCE	INTEREST EARNED	EFFECTIVE YIELD
April	23,037,068.91	2,127.51	0.112%
May	21,628,698.38	1,537.06	0.084%
June	21,257,656.34	1,386.55	0.079%
<b>TOTALS</b>	<b>21,974,474.54</b>	<b>5,051.12</b>	<b>0.092%</b>

**TEXSTAR CASH BALANCES**

FY 2010-2011 MONTH	AVERAGE BALANCE	INTEREST EARNED	EFFECTIVE YIELD
April	1,926,737.61	176.41	0.111%
May	1,469,484.14	107.51	0.086%
June	1,423,870.30	104.03	0.089%
<b>TOTALS</b>	<b>1,606,697.35</b>	<b>387.95</b>	<b>0.095%</b>

**TOTAL PORTFOLIO PERFORMANCE SUMMARY**

FY 2010-2011 MONTH	AVERAGE BALANCE	INTEREST EARNED	EFFECTIVE YIELD
April	28,188,179.08	2,554.45	0.110%
May	27,259,374.47	2,002.27	0.086%
June	26,947,341.17	1,844.95	0.083%
<b>TOTALS</b>	<b>27,464,964.91</b>	<b>6,401.67</b>	<b>0.093%</b>

National Bank	Texpool	Texstar	Totals
<b>3,883,793.01</b>	<b>21,974,474.54</b>	<b>1,606,697.35</b>	<b>27,464,964.90</b>
0.14141	0.80009	0.05850	1.00000

**City Council Regular**

**G. 11.**

**Meeting Date:** 09/20/2011

**Contact:** Velia Key, Director of Financial Services, Finance

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**SUBJECT**

Consideration and action on a resolution adopting the Investment Policy of the City of Copperas Cove.  
**Velia Key, Director of Financial Services**

**BACKGROUND/HISTORY**

According to the Texas Government Code, Chapter 2256, also known as the "Public Funds Investment Act", the City Council is required to review and adopt, by resolution, a formal investment policy on an annual basis. Additionally, the Public Funds Investment Act requires that the chief financial officer and the investment officer attend an approved training course every two years. The training course must provide at least 10 hours of training.

**FINDINGS/CURRENT ACTIVITY**

The attached policy may be updated at anytime during the year, but must be updated annually to satisfy the statutory requirements of the Texas Government Code 2256.005(e), which states, "The governing body of an investment entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies."

The following changes to the investment policy are included in the attachment and are being recommended by City staff.

- Added new capital project fund for new debt that was issued during the fiscal year.
- New policy requirement for FY 2011, an investment policy must have a procedure to monitor rating and liquidation of an investment per 2256.021. See Section X item #9 of the investment policy a new procedure clause has been added to the current policy to comply with new PFIA requirement.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council approve Resolution No. 2011-43, adopting the Investment Policy of the City of Copperas Cove.

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**Attachments**

Resolution  
Policy

**RESOLUTION NO. 2011-43**

**A RESOLUTION ADOPTING THE INVESTMENT POLICY  
FOR THE CITY OF COPPERAS COVE, TEXAS.**

**WHEREAS,** Chapter 2256 of the Texas Government Code, commonly known as the “Public Funds Investment Act,” requires the City to adopt an investment policy by rule, order, ordinance , or resolution; and

**WHEREAS,** This investment policy and investment strategies must be approved annually; and

**WHEREAS,** The review is authorized by the Public Funds Investment Act; and

**WHEREAS,** The Public Funds Investment Act requires the treasurer; chief financial officer, if not the treasurer; and the investment officer of the City to attend investment training; and

**WHEREAS,** The attached investment policy complies with the Public Funds Investment Act, and authorizes the investment of City funds in safe and prudent investments.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS:**

**Section 1.**

That the City of Copperas Cove has complied with the requirements of the Public Funds Investment Act, and the investment policy attached hereto as “Exhibit A,” is hereby adopted as the investment policy of the City effective September 20, 2011.

**PASSED, APPROVED, AND ADOPTED** on this 20th day of September 2011 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov’t Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

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John Hull, Mayor

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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Denton, Navarro, Rocha  
& Bernal, P.C., City Attorney

*CITY OF COPPERAS COVE, TEXAS  
INVESTMENT POLICY*



City of Copperas Cove

Revised  
September 20, 2011

**City of Copperas Cove, TX  
Investment Policy**

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## I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

The investment policy applies to the investment activities of the Government of the City of Copperas Cove. It is the policy of the City of Copperas Cove to invest public funds in a manner, which will provide the highest investment return with the maximum security. This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256 to define and adopt a formal investment policy. This policy will be reviewed and adopted by resolution at least annually according to Section 2256.005(e).

Funds Included. All financial assets of all funds, of the City of Copperas Cove, including the General Fund, Water and Sewer Fund, Solid Waste Fund, the Capital Projects Funds, the Special Revenue Funds, the Debt Service Funds, and all other funds that may be created from time to time, and any funds held in custody by the Director of Financial Services, unless expressly prohibited by law or unless it is in contravention of any depository contract between the City of Copperas Cove and any depository bank.

Funds Excluded. None.

## II. INVESTMENT OBJECTIVES

The primary objectives, in priority order, of the City of Copperas Cove's investment activities shall be:

Safety. Safety of principal is the foremost objective of the City of Copperas Cove. Investments of the City of Copperas Cove shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Liquidity. The City of Copperas Cove's investment portfolio will remain sufficiently liquid to enable the City of Copperas Cove to meet all operating requirements, which might be reasonably anticipated. Portfolio maturities will be structured to meet the obligations of the City first, and then to achieve the highest return of interest consistent with the objectives of this policy. When the City has funds that will not be needed to meet current-year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The City of Copperas Cove shall invest in instruments with scheduled maturity or duration not to exceed two (2) years at the time of purchase. In the event coupon security maturity exceeds the specified limit with a calculated duration of two (2) years, the instrument will satisfy this policy requirement. For pooled funds, the weighted maximum average dollar maturity shall be limited to a

maximum of ninety (90) days, with the maximum maturity for any individual security in the portfolio not exceeding thirteen (13) months.

Yield. It will be the objective of the City to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds.

### **III. INVESTMENT COMMITTEE**

Members. The City of Copperas Cove Investment Committee will consist of the City Manager, Director of Financial Services, Director of Budget and Project Accountant. The Investment Committee shall receive quarterly reports, as outlined in this policy, and monitor the results and performance of the investment portfolio. The Investment Committee shall ratify all investments made by the Director of Financial Services. The Investment Committee shall select qualified independent accountants to perform an annual compliance audit of management controls on investments and adherence to the City's established investment policies in accordance with Gov. Code 2256.005(m). The results of such audit shall be presented to the Investment Committee in conjunction with the City's annual audit.

Scope. The Investment Committee shall include in its deliberations such topics: investment strategy, return on investments, market risk, economic outlook, portfolio diversification, maturity structure, potential risk to the City's fund, and authorized broker dealers.

### **IV. RESPONSIBILITY AND CONTROL**

Delegation. Authority to manage the City of Copperas Cove's investment program is derived from the City of Copperas Cove's Code of Ordinances, City Charter, Article VIII. Finance Administration, Sec. 8.01 (c) (7). Management responsibility for the investment program is hereby delegated to the Director of Financial Services. This person is responsible for all investment decisions and activities and shall be the City's investment officer. The Director of Financial Services may designate deputies to assist with the management of the investment portfolio. The Director of Financial Services shall be responsible for all transactions and compliance with the internal control, insure the safekeeping, custodial, and collateral duties, consistent with this investment policy.

Management and Internal Controls. The Director of Financial Services shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the independent auditor. The controls shall be designed to reasonably prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City of Copperas Cove. Dual control of all investment activities will consistently be maintained by the Director of Financial Services.

Transaction Authority. Certain signatory responsibilities are required to transact investments. Positions authorized as depository signatories shall be the City Manager, the Director of Financial Services and the Director of Budget.

The persons holding these positions are also designated as authorized to transact wire transfers, buy/sell, and trade investments in accord with the goals and objectives of the City's investment strategy.

Bonding of all those individuals authorized to place, purchase, or sell investment instruments shall be required.

Prudence. In accordance with Government Code 2256.006, investments shall be made with the exercise of due care, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their own capital as well as the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield. This investment principle shall be applied in the context of managing the overall investment portfolio.

The Director of Financial Services when acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price dangers, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. In determining whether the Director of Financial Services has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration: (1) the investment of all funds, or funds under the control of the City, over which the Director of Financial Services had responsibility rather than a consideration as to the prudence of a single investment; and (2) whether the investment decision was consistent with the written investment policy of the City.

Training, Quality, and Capability of Investment Management. It is the City's policy to provide training as required by the Public Funds Act, Sec. 2256.008 and periodic training in investments for the Director of Financial Services and designated investment officers. Authorized officers will be required to complete 10 hours of training within 12 months of assuming duties. Training shall be provided

through courses and seminars offered by independent sources to ensure the quality, capability and competency of the Director of Financial Services and Investment Officers in making investment decisions. At a minimum, the Director of Financial Services and Investment Officers must attend a training session once every two years and receive 10 hours of training.

Monitoring of Investments. The City of Copperas Cove's investment strategy is active. Given this strategy, the basis used by the Director of Financial Services to determine whether market yields are being achieved shall be the six month U.S. Treasury Bill and the Average Fed Funds Rate. These rates may be obtained from the Wall Street Journal or other similar investment periodicals or journals.

## **V. ETHICS**

Conflicts of Interest. Officers and employees directly involved in the investment process, and those authorized as depository signatories, shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Disclosure. Such employees shall disclose to the City Manager any material financial interests they have in financial institutions that conduct business with the City of Copperas Cove, and shall further disclose any large personal financial or investment positions that could be related to the performance of the City's portfolio. Such employees shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales. If the Director of Financial Services has a personal business relationship with an entity--or is related within the second degree by affinity or consanguinity to an individual--seeking to sell an investment to the City, the Director of Financial Services must file a statement disclosing that personal business interest--or relationship with the Texas Ethics Commission in accordance with Government Code 2256.005 (i).

## **VI. REPORTING INVESTMENT EARNING EVALUATION**

Quarterly Reports. In accordance with Government Code 2256.023, not less than quarterly, the investment officer shall prepare and submit to the City Council a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

- (1) describe in detail the investment position of the City on the date of the report;
- (2) be prepared jointly by all investment officer(s);
- (3) be signed by each investment officer of the entity;

- (4) contain a summary statement of each pooled fund group that states the:
  - A. beginning market value for the reporting period;
  - B. additions and changes to the market value during the period; and
  - C. ending market value for the period;
  - D. fully accrued interest for the period
- (5) state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested; market value shall be determined by reference to published prices in the Wall Street Journal or by reference to other commonly recognized source of market information.
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the city for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the City as it relates to:
  - A. the investment strategy expressed in the city's investment policy; and
  - B. relevant provisions of the Public Funds Investment Act.
- (9) state the total rate of return on the investment portfolio
- (10) the quarterly investment reports shall be reviewed by the City's independent auditors, as part of the City's annual audit and the result of this review shall be reported to the City Council.

Annual Report. Within 120 days of the end of the fiscal year, the Director of Financial Services shall present an annual report on the investment program activity. The annual report shall include 12-month performance information, and shall suggest improvements that might be made in the investment program.

Notification of Investment Changes. It shall be the duty of the Director of Financial Services to notify the City Council of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

## **VII. INVESTMENT TYPES**

Active Portfolio Management. The City intends to pursue an active vs. a passive portfolio management philosophy. That is securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade.

Eligible Investments. Financial assets of the government of the City of Copperas Cove may be invested in:

- A. Obligations of the United States or its agencies and instrumentalities, which have a stated maturity on the date of purchase of two years or less.
- B. Direct obligations of the State of Texas or its agencies and instrumentalities;
- C. Certificates of deposit if issued by a state or national bank domiciled in the State of Texas or a savings and loan association domiciled in the State of Texas and:
  - (1) is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor;
  - (2) secured by obligations that are described by Section 2256.009(a) Public Funds Investment Act, but excluding those mortgage backed securities of the nature described by Section 2256.009(b) of the Public Funds Investment Act; or
  - (3) secured in any other manner and amount provided by law for deposits of the City.
- D. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, which have a stated maturity on the date of purchase of two years or less.
- E. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm of not less than A or its equivalent, which have a stated maturity on the date of purchase of two years or less.
- F. A fully collateralized repurchase agreement, as defined in the Public Funds Investment Act, if it:
  - (1) has a defined termination date;
  - (2) is secured by obligations described by Section 2256.009 (a) (1) of the Public Funds Investment Act; and
  - (3) requires the securities being purchased by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and,
  - (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this State. Notwithstanding any law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

- G. Eligible investment pools (as discussed in the Public Funds Investment Act, Sec.2256.016-2256.019) if the City Council by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from the City in authorized investments permitted by the Public Funds Investment Act.
- H. Any other securities which may be added by the State of Texas as permissible investments for municipal governments which are in compliance with the Public Funds Investment Act. Investment pools must be continuously rate triple-AAA or AAA-m by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized service with weighted average maturity not greater than 90 days. Market mutual funds must be registered with and regulated by the Securities Exchange Commission and must provide the City with a prospectus and other information required by federal law. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Length of Investments. The City of Copperas Cove shall invest in instruments with scheduled maturity or duration not to exceed two (2) years at the time of purchase. In the event a coupon security maturity exceeds the specified limit with a calculated duration of two (2) years, the instrument will satisfy this policy requirement.

Diversification. It shall be the policy of the City of Copperas Cove to diversify the investment portfolio. Diversification strategies shall be determined and revised periodically by the Director of Financial Services. In establishing specific diversification strategies, the following general constraints shall apply:

- A. Portfolio maturities shall be staggered to avoid concentration of assets in a specific maturity sector.
- B. Portfolio investment instruments shall be diversified by type.
- C. Competitive bidding of all investments must accompany diversification among security dealers.

Prohibited Investments. The Director of Financial Services has no authority to use any of the following investment instruments, which are strictly prohibited:

- (1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3) Collateralized Mortgage Obligations;

- (4) Any investment instrument which has a scheduled maturity or duration in excess of 2 years at the time of purchase;
- (5) The City of Copperas Cove investment portfolio will not invest in derivatives. For the purposes of this Investment Policy, the definition of derivatives include instruments which have embedded features that alter their character or income stream or allow holders to hedge or speculate on a market or spreads between markets that are external to the issuer, or are not correlated on a one-to-one basis to the associated index or market.

*Prohibited derivatives include the following:*

- (1) Arrangements in which an investor has swapped the natural cash flows or some portion of the natural cash flows of an instrument for a different set of cash flows. (i.e. Interest Rate Swaps).
- (2) Over-the-Counter/Exchange traded options or futures. (i.e. Option Contracts, Futures Contracts).
- (3) Instruments explicitly specified as follows: Collateralized Mortgage Obligations, Inverse Floating Rate Notes, Range Index Notes, Non-Money Market Index based Notes, Dual Index Notes, Index Amortizing Notes, Inverse Multi-index Bonds, Stepped Inverse Index Bonds, Inverse Index Bonds.

Allowable instruments which are not considered derivatives by the preceding definition are authorized investments listed as follows:

Treasury Bills, Treasury Notes, Treasury Bonds, Treasury Strips, Repurchase Agreements, Reverse Repurchase Agreements, Agency Notes with a defined maturity and fixed upon rate, Money Market Index variable rate Notes (i.e. floating rate notes tied to money market indices defined as Treasury Bills, London Interbank Offering Rate (LIBOR), Fed Funds, and Cost of Funds Index), Step-up notes, and Certificates of Deposit.

## **VIII. SELECTION OF BANKS AND DEALERS**

Bidding Process. Depositories shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP), issued every two (2) years. In selecting depositories, the credit worthiness of institutions shall be considered, and the Director of Financial Services shall conduct a comprehensive review of prospective depositories credit characteristics and financial history.

Insurability. Banks seeking to establish eligibility for the City's depository contract shall submit financial statements, evidence of Federal insurance and other information as required by the Director of Financial Services.

Primary Dealers and Approved List. In accordance with 2256.005(k), a written copy of this investment policy shall be presented to any person seeking to sell to the City an authorized investment. The registered principal of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the registered principal has:

- (1) Received and thoroughly reviewed the investment policy of the City; and
- (2) Acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization. The Director of Financial Services may not buy any securities from a person who has not delivered to the City an instrument in substantially the form provided above according to Section 2256.005(1).

All dealers and brokers who desire to become qualified bidders for investment transactions with the City of Copperas Cove, must be recommended by the Director of Financial Services and approved by the City Manager. Applications will be reviewed on a periodic basis and submitted for approval. The Director of Financial Services will maintain a list of primary dealers and brokers authorized to provide investment services to the City. The authorized list of primary dealers and brokers will be reviewed on an annual basis, and any broker/dealers who fail to meet the standards of this policy shall be removed from the list. All dealers and brokers who desire to become qualified bidders for investment transactions must supply the following:

- (1) Completed broker dealer questionnaire.
- (2) Proof of registration with the Texas State Securities Board.
- (3) Proof of National Association of Securities Dealers (NASD) certification.
- (4) Audited financial statements.
- (5) Written acknowledgment that the entity has read the City of Copperas Cove Investment Policy and has reasonable procedures and controls to preclude imprudent investment activities arising out of investment transactions conducted between the entity and the City of Copperas Cove (Securities Broker Dealer Acknowledgment Form - Section XV).

All brokers and dealers who desire to transact business with the City of Copperas Cove must be approved, in advance of any business transactions, by the City Manager. For brokers and dealers of government securities, the City Manager shall select only those dealers reporting to the Market Reports Division of New York, also known as the "primary government securities dealers," unless a broker/dealer comprehensive questionnaire and certification reveals that other firms are adequately financed to conduct public business. The Director of Financial Services will annually review the financial condition and registration of qualified dealers and brokers. The Director of Financial Services shall not conduct business with any firm, which has been removed from the approved list by the City Manager.

Competitive Bidding of Investments. All trades, purchases and sales done for the City of Copperas Cove will be done through a documented competitive bidding process. Competitive quotes must be taken from at least three qualifying institutions for any investment transaction. The broker/dealers used for the City of Copperas Cove will be those approved by and in compliance with the rules of this investment policy.

*Broker/dealers are neither required nor encouraged to contact the City on current securities that the broker/dealers believe are items that require City attention.*

## **IX. SAFEKEEPING AND CUSTODY**

Insurance or Collateral. All deposits and investments of City funds with commercial banks shall be secured by pledged collateral with a market value equal to no less than 100% of the deposits or investments. If the maturity date of the pledged collateral exceeds two years, 102% of market value shall be maintained by the Director of Financial Services or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledged in each agreement. Collateral shall be reviewed monthly to assure the market value of the securities pledged equals or exceeds the related bank balances.

Pledged Collateral Safekeeping Agreement. All safekeeping arrangements shall be in accordance with a Safekeeping Agreement approved by the Director of Financial Services which clearly defines the procedural steps for gaining access to the collateral should the City of Copperas Cove determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not a branch of the firm pledging the collateral. The safekeeping agreement shall include the signatures of the City of Copperas Cove, the firm pledging the collateral, and the Trustees.

Collateral Defined. The City of Copperas Cove shall accept only the following securities as collateral:

- A. U.S. Treasury securities maturing in less than two (2) years;
- B. Short-term obligations of U.S.-Government Agencies which are guaranteed by the full faith and credit of the United States of America as to principal and interest;
- C. Federal Deposit Insurance (FDIC) coverage of principal invested;
- D. Direct or unconditionally guaranteed obligations of the State of Texas except that the city will not accept Industrial Revenue Bonds or Private Activity Bonds as pledged securities.
- E. Bonds of States, government agencies, counties, cities, or political subdivisions nationally rated "A" or above.

Subject to Audit. All collateral shall be subject to inspection and audit by the Director of Financial Services or the City's independent auditors.

Delivery vs. Payments. Treasury Bills, Notes, and Bonds and Government Agencies or other securities shall be purchased using the delivery vs. payment basis method. That is, funds shall not be wired or paid until verification has been made that the collateral was received by the City Agent or the Trustee. The collateral shall be held in the name of the City. The Trustee's or Agent's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

Standards of Operation. The Director of Financial Services shall develop and maintain written administrative procedures for the operation of the investment-program, consistent with this investment policy.

## **X. INTERNAL CONTROLS**

Internal Controls. The Director of Financial Services is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. Accordingly, the Director of Financial Services shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- (1) Control of collusion -Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- (2) Separation of transaction authority from accounting and record keeping - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- (3) Custodial safekeeping -Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
- (4) Avoidance of physical delivery securities -Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

- (5) Clear delegation of authority to subordinate staff members -Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
- (6) Written confirmation or telephone transactions for investments and wire transfers -Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.
- (7) Development of a wire transfer agreement with the lead bank or third party custodian -This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.
- (8) Documentation of transactions and strategies -By recording this necessary information, certification of investment procedures processing is accomplished.
- (9) Any security requiring a credit rating by the Act and this policy will not be authorized during the time that the security does not hold that rating. The Investment Officer will monitor, on at least a monthly basis the credit rating and should the rating fall below accepted levels, the Officer will immediately advise the City Manager of the loss of rating, the possible loss of principal. The City Manager and Investment Officer will decide on the prudent liquidation of the security.

## **XI. INVESTMENT STRATEGIES**

Investment Strategies. In accordance with the Public Funds Investment Act, Section 2256.005(d), a separate written investment strategy will be developed for each of the funds under the City's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities of importance:

- (1) Understanding of the suitability of the investment to the financial requirements of the entity;
- (2) Preservation and safety of principal;
- (3) Liquidity;
- (4) Marketability of the investment if the need arises to liquidate the investment before maturity;
- (5) Diversification of the investment portfolio;
- (6) Yield; and
- (7) Maturity restrictions.

The investment strategies to be employed by the City of Copperas Cove are:

- (1) The Roll-Over Approach. This strategy shall be referred to as Strategy A. This approach means that, despite the excess funds available early in the tax collection season and the requirements of the remaining months, you choose to place the excess funds outside a theoretical short-term period. Instead the excess funds are held in daily liquidity fund such as a bank money market account, a short-term liquidity interlocal pool, or in an eligible SEC registered mutual money market fund (90 day maximum maturity) \$1.00 stable net asset value. The funds continue to roll-over or remain accessible on a daily basis for the entire cycle and the funds are disbursed as liabilities occur.
- (2) The Matching Approach. This strategy shall be referred to as Strategy B. This approach uses excess funds to fill future shortfalls or to match maturing investments with liabilities, matching relies on accurate forecasting of liabilities matched with maturity investments. The Matching Approach generally requires holding investments to maturity.
- (3) The Extension Approach. This strategy shall be referred to as Strategy C. This is an aggressive approach because it is a one-sided bet on the market and disregards liability requirements. The expectation is that long-term investments can be liquidated at cost or a profit to cover short-term needs. The Extension Method is risky and makes an aggressive statement about the direction of interest rates. Use of this method can reduce liquidity and create losses. Attachment A includes investment strategies for all funds. In accordance with the Public Funds Investment Act, Section 2256.005(e), investment strategies will be reviewed and adopted by resolution at least annually.

## **XII. POLICY**

Exemption. Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

Amendment. This policy shall be reviewed on an annual basis. Any changes must be approved by the City Manager.

Glossary. The Glossary is provided in Attachment B.

### **XIII. CITY OF COPPERAS COVE INVESTMENT STRATEGY**

<b>OPERATING FUNDS STRATEGY</b>	<b>INVESTMENT</b>
GENERAL FUND	A,B
WATER AND SEWER FUND	A,B
SOLID WASTE FUND	A,B
GOLF COURSE FUND	A,B
<b>DEBT SERVICE FUNDS</b>	
TAX I&S FUND	A,B
<b>SPECIAL REVENUE FUNDS</b>	
RECREATIONAL ACTIVITIES FUND	A,B
DRAINAGE UTILITY FUND	A,B
MUNICIPAL CEMETERY FUND	A,B
HOTEL OCCUPANCY TAX FUND	A,B
MUNICIPAL COURT EFFICIENCY FUND	A,B
MUNICIPAL COURT TECHNOLOGY FUND	A,B
MUNICIPAL COURT SECURITY FUND	A,B
<b>CAPITAL PROJECTS FUNDS</b>	
2001 CERTIFICATES OF OBLIGATION	A,B
2003 CERTIFICATES OF OBLIGATION	A,B
2006 LIMITED TAX NOTES	A,B
2007 CERTIFICATES OF OBLIGATION	A,B
2008 LIMITED TAX NOTES	A,B
2008A LIMITED TAX NOTES	A,B
2009 GENERAL OBLIGATION BONDS	A,B
2009 LIMITED TAX NOTES	A,B
2010 GENERAL OBLIGATION BONDS	A,B
2010 LIMITED TAX NOTES	A,B
2011 REVENUE AND LTD TAX BONDS	A,B
2011 GENERAL OBLIGATION BONDS	A,B

#### XIV. GLOSSARY

**AGENCIES:** Federal agency securities.

**ASKED:** The price at which securities are offered.

**BANKER'S ACCEPTANCE (BA):** A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**BID:** The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See offer.

**BROKER:** A broker brings buyers and sellers together for a commission.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

**COLLATERAL:** Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR):** The official annual report for the City of Copperas Cove. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

**COUPON:** (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DEBENTURE:** A bond secured only with the general credit of the issuer.

**DELIVERY VERSUS PAYMENT:** There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

**DISCOUNT:** The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**DISCOUNT SECURITIES:** Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

**DIVERSIFICATION:** Dividing investment funds among a variety of securities offering independent returns.

**FEDERAL CREDIT AGENCIES:** Agencies of the Federal government set up to supply credit to various classes of institutions and individuals. e.g. S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A deferral agency that insures bank deposits, currently up to \$100,000 per deposit.

**FEDERAL FUNDS RATE:** The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL HOME LOAN BANKS (FHLB):** The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA):** FNMA like GNMA was chartered under the Federal National mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mac, as the corporation is called, is the private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR Ginnie Mae):**

Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHM mortgages. The term "pass through" is often used to describe Ginnie Maes.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**LOCAL GOVERNMENT INVESTMENT POOL (LCIP):** The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and **reinvestment**.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**OFFER:** The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PORTFOLIO:** Collection of securities held by an investor.

**PRIMARY DEALER:** A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary

dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

**PRUDENT PERSON RULE:** An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities by the custody state-the-so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person in discretion and intelligence who is seeking a reasonable income and preservation of capital.

**QUALIFIED PUBLIC DEPOSITORIES:**

A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its the Public Deposit Protection Commission to hold public deposits.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price. this may be the amortized yield to maturity on a bond the current income return.

**REPURCHASE AGREEMENT (RP OR REPO):**

A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a Fixed date. the security "buyer" in effect lends the "seller" money for the period of agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: when the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES & EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities and sale of outstanding issues following the initial distribution.

**SEC RULE 15C3-1:** See Uniform Net Capital Rule.

**TREASURY BILLS:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**TREASURY BONDS:** Long-term U.S. Treasury securities having initial maturities of more than 10 years.

**TREASURY NOTES:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

**UNIFORM NET CAPITAL RULE:** Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitment to purchases securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes Cash and assets easily converted into cash.

**YIELD:** The rate of annual income return of an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD TO MATURITY** is current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

**XV.**

***CITY OF COPPERAS COVE, TEXAS  
SECURITIES BROKER/DEALER ACKNOWLEDGEMENT***

In compliance with the Texas Government Code (Public Funds Investment Act) Section 2256.005 (k)-(1), acknowledges that the registered principal and all sales personnel conducting investment transactions with the City of Copperas Cove have received and have thoroughly reviewed the Investment Policy of the City of Copperas Cove. Broker acknowledges that Broker has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and Broker. Transactions between this firm and the City of Copperas Cove will be directed toward protecting the City of Copperas Cove from credit and market risk. This firm pledges due diligence in informing the City of Copperas Cove of foreseeable risks with financial transactions connected with this firm.

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Primary Representative, Title Date

**City Council Regular**

I. 1.

**Meeting Date:** 09/20/2011

**Contact:** Mike Heintzelman, Deputy Police Chief, Animal Control

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**SUBJECT**

Consideration and action on appointment of one (1) member to the Copperas Cove Animal Shelter Advisory Committee. **Mike Heintzelman, Deputy Chief of Police**

**BACKGROUND/HISTORY**

The City of Copperas Cove Animal Shelter is regulated by the Texas Department of State Health Services and must comply with the Texas Health and Safety Code. Chapter 823 of the Texas Health and Safety Code and Sec. 3-80 of the Copperas Cove Code of Ordinances mandates that one (1) licensed veterinarian be appointed on the Copperas Cove Animal Shelter Advisory Committee.

**FINDINGS/CURRENT ACTIVITY**

In an effort to recruit committee members, staff continued to advertise on the public government access channel and on the City's website beginning on July 7, 2011 to the present seeking a licensed veterinarian to serve on the committee.

On August 31, 2011 the following application was submitted:

Carl T. "Tom" Kyzar, DVM

**ACTION OPTIONS/RECOMMENDATION**

Appoint one (1) member who is a licensed veterinarian to the Copperas Cove Animal Shelter Advisory Committee.

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**Attachments**

Kyzar

# Candidate Application for City Council-Appointed Boards & Commissions

Applications will be reviewed as vacancies arise. Information disclosed on this application or any other attached document may be disclosed in public meetings. Please print clearly.

RECEIVED  
AUG 31 2011  
Jless

11/16/11  
Copperas Cove

Please attach your resume (optional).

Board Preference 1: Animal Shelter Advisory Cmte

Board Preference 2: \_\_\_\_\_

Name: Carl T "Tom" Kyzar, DVM

Street Address: 659 CR 4744, Kempner, TX 76539

City Resident: \_\_\_\_\_ years Personal E-Mail: Kyzar1@embargo.net

Primary Phone: 547-2415 Home Fax: \_\_\_\_\_

Profession: Veterinarian

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Business E-Mail: \_\_\_\_\_

Experience or special knowledge applicable to City board or commission function:

licensed veterinarian, Diplomate American College of Veterinary Preventive Medicine

Civic Activities/Professional Affiliations Exchange Club of Copperas Cove

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

Carl T. Kyzar  
Signature

28 AUG 11  
Date

Please return completed application and resume to:  
City Secretary's Office, City Hall  
507 S. Main Street, Copperas Cove, Texas 76522  
Phone: (254) 547-4221



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**SUBJECT**

Consideration and action on an ordinance adopting a new Personnel Policy No. 730, Safe Driver Incentive Program. **Andrea M. Gardner, City Manager**

**BACKGROUND/HISTORY**

The City of Copperas Cove currently does not have a formal policy regarding a safe driver incentive program. Proposed changes to the City's Personnel Policy and Procedures Manual require City Council approval. Proposed Personnel Policy No. 730, Safe Driver Incentive Program is attached for City Council review and consideration.

**FINDINGS/CURRENT ACTIVITY**

The purpose of the Safe Driver Incentive Program is to promote, through an incentive, safe driving so that the City's insurance liability is reduced.

Through a safe driver incentive program, employees are encouraged to achieve and maintain accident-free performance. The proposed policy provides a standardized approach for reviewing vehicular accidents in City fleet equipment and establishes a safe driver incentive. In addition, specific positions are identified for employees that drive or operate City fleet equipment.

The program also establishes a Driver Safety Committee that will be responsible for reviewing all accident or injury reports involving City fleet equipment. The Driver Safety Committee will not be responsible for providing disciplinary action for incidents.

If an employee qualifies for the Safe Driver Incentive Award they will receive a monetary incentive of \$100.00 or elect a paid Safe Driver day off. A Safe Driver Day shall be defined as a period of eight (8) hours or ten (10) hours for full time employees, depending on their regular assigned shift. For 24-hour shift employees in the uniformed fire service the Safe Driver Day shall be the equivalent of twelve (12) work hours.

By incentivizing employee's to be extra careful, the City is minimizing the risk of potential liability in the future.

The policy was reviewed and approved for legal content by the City Attorney.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends approval of Ordinance 2011-47, adopting a new Personnel Policy No. 730, Safe Driver Incentive Program.

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**Fiscal Impact**

**Funds available Y/N?:** no

**FINANCIAL IMPACT:**

None in FY 2011-12. For FY 2012-13 the maximum Safe Driver Incentive would be \$22,869, if all positions qualified and elected the incentive. This is a total of 191 positions and includes estimated employer paid taxes and retirement.

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**Attachments**

Ord No 2011-47 Safe Driver

**ORDINANCE NO. 2011-47**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ADOPTING EMPLOYEE PERSONNEL POLICY #730, SAFE DRIVER INCENTIVE POLICY AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS,** City staff desires to improve Personnel Policies and Procedures for City Employees; and

**WHEREAS,** The City of Copperas Cove Council recognizes the need to establish a flexible and responsive personnel system; and

**WHEREAS,** The personnel policies and procedures manual establishes a personnel system and process for administrative purposes.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS:**

**Section 1.**

That the Personnel Policies and Procedures Manual dated September 1, 2006, hereinafter set forth and included with this Ordinance as Exhibit "A" is hereby amended by adopting a new personnel policy, No. 730, (Safe Driver Incentive Policy);

**Section 2.**

That the remaining sections of the said Personnel Policies and Procedures Manual are hereby ratified, and shall remain in full force and effect;

**Section 3.**

That any outstanding Personnel Policies and Procedures Manuals other than Exhibit "A" either in the form of a manual or otherwise written or oral in nature, are hereby rescinded and are no longer of any force and effect;

**Section 4.**

That any additions, deletions or other amendments to the Personnel Policies and Procedures Manual shall be made in a manner similar to process by which this manual is originally approved and only after compliance with the Texas Open Meetings Act and approved by the City Council of the City of Copperas Cove.

**Section 5.**

That should any section, clause, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

**Section 6.**

That this ordinance shall be effective October 1, 2011.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE. TEXAS**, this 20th day of September 2011, such meeting held in compliance with the Open Meeting Act (Texas Government Code, Chapter 551.001 et.seq.), at which a quorum was present and voting.

\_\_\_\_\_  
John Hull, Mayor

**ATTEST:**

\_\_\_\_\_  
Jane Lees, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denton, Navarro, Rocha  
& Bernal, P.C., City Attorney

**SAFE DRIVER INCENTIVE POLICY**  
**Policy #730**

October 2011

**I. Purpose and Scope**

It is the policy of the City of Copperas Cove to provide the continuous development, implementation, and maintenance of an on-going program that assures a healthy and safe work environment for all employees. Employees will be held responsible for standards of health and safety in carrying out assigned duties.

This policy establishes the Driver Safety Committee for the City of Copperas Cove, general and specific responsibilities, its organization, appointment of members, and specific actions the committee can take.

This policy provides a standardized approach for reviewing vehicular accidents in City fleet equipment and establishes a safe driver incentive program. As this policy is not meant to replace any existing City disciplinary policies or management discretion, it is not subject to the disciplinary grievance process.

This policy applies to defined positions for City of Copperas Cove employees that drive or operate City fleet equipment. No provision of this policy relieves division heads, directors, managers, supervisors or employees of any responsibility to take immediate action to reduce or eliminate safety hazards.

**II. Driver Safety Committee**

The Driver Safety Committee is responsible for reviewing all Police Department accident reports, Supervisor's and Employee's First Report of Accident or Injury Reports involving City fleet equipment. The committee will follow a standardized procedure to determine if the accident was preventable by the employee. The committee will establish standardized procedures for qualifying eligibility of an employee to receive the safe driving incentive and establish the parameters that will determine ineligibility.

The Driver Safety Committee is not responsible for providing disciplinary action for incidents. Disciplinary action is the responsibility of the Supervisor, Department Head or Division Head.

The committee will meet quarterly. The committee chairperson will be responsible for setting the meeting time and date.

The committee members will consist of the following personnel-

- Human Resources Division Head
- Police Chief
- Fire Chief
- Parks & Leisure Services Division Head

**SAFE DRIVER INCENTIVE POLICY**  
**Policy #730**

October 2011

City Engineer/Public Works Division Head  
Information Systems Director  
Financial Services Division Head

The Chairperson of the committee will be designated by the City Manager.

**III. Responsibilities**

Following are the duties and responsibilities of various functions involved in implementation of this policy.

- A. When an incident(s) involving City fleet equipment occurs, the Human Resources Department shall assign review responsibility to the Driver Safety Committee. The Committee will meet quarterly to review incidents.
- B. The Driver Safety Committee shall review all City fleet accidents and injuries, for positions as defined in this policy, involving City of Copperas Cove employees and shall:
  - 1. Review Police Department Accident Reports, Supervisor's and Employee's First Report of Accident or Injury Reports to determine fault and if the accident was preventable or non-preventable.
  - 2. If necessary, review the accident with the supervisor or department head of the employee(s) involved for clarification.
  - 3. Consider all factors involved with the incident, including but not limited to weather conditions, time of day, and location.
- C. The Driver Safety Committee upon completion of each accident review shall:
  - 1. Notify the employee and the Department Director/Division Head or designee whether the accident was either preventable or non-preventable, and if preventable, by whom.
  - 2. Notify the employee and the Department Director/Division Head or designee if the employee retains eligibility for the Safe Driver Incentive Award or if they are ruled ineligible for that assessment period. The committee's findings of preventable/unpreventable will not be used in the disciplinary process.
- D. Human Resources Department shall:
  - 1. Serve as advisor for Driver Safety Committees as well as provide procedures, processes and forms for their use.
  - 2. Provide the Driver Safety Committees with accident information which may be pertinent to their review or recommendation.

**SAFE DRIVER INCENTIVE POLICY**  
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3. During each assessment period, keep records on employee eligibility for the Safe Driver Incentive Award.

F. Police Department Shall:

1. Provide Accident Reports involving City fleet equipment to Human Resources and the Committee Chairperson.

**IV. Records**

The Human Resources Department will maintain applicable Police Department Accident, Supervisor's and Employee's First Report of Accident or Injury reports. Records involving accidents or injuries will be made available to the Driver Safety Committee for review as needed. Should the records collected during the review be subject to release under the Texas Public Information Act, the records shall be released.

**V. Driver Safety Committee Procedures**

A. Report

1. If applicable, a copy of the Police Department accident report will be provided to each committee member.
2. If applicable, a copy of the Supervisor's and Employee's First Report of Accident or Injury will be provided to each committee member.
3. Committee members will read and review the accident report(s) thoroughly.
4. The Supervisor or Department Head of the employee involved may be asked to clarify any details of the accident or incident recorded in the reports.

B. Committee Discussion

1. Each committee member may have the opportunity to discuss and give opinion to the accident.
2. The committee chairman shall moderate the discussion period for timeliness and order.

C. Determination of Preventability

1. Per National Safety Council definition, a preventable accident is one in which the employee failed to do everything they reasonably could have done to prevent it. Each committee member will vote on whether the accident was preventable or non-preventable by the employee(s) identified on the report(s).
2. The committee chairman will only vote in the event of a tie, majority vote prevails.

**SAFE DRIVER INCENTIVE POLICY**  
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3. The chairman will query the committee to determine if the accident could have been prevented by any other employee.
4. The committee may discuss preventability by any other employee and vote if applicable.

D. Accident History

1. The employee's accident history will be reviewed.

E. Determination of Eligibility

1. The committee will determine employee eligibility for the Safe Driver Incentive Award after reviewing all relevant documentation and information provided for each incident involving City fleet equipment.

VI. Incentive and Eligibility for Incentive

For the purposes of this Safe Driver Incentive Policy, the assessment period shall be October 1<sup>st</sup> through September 30<sup>th</sup> (City fiscal year).

A. Eligibility/Ineligibility for Incentive

1. An employee will be eligible for the Safe Driver Incentive only if they are full time, have been active on the payroll the entire assessment period and have worked a minimum of eight (8) months during the assessment period (approved FMLA and Military absences will not disqualify employee eligibility to receive the incentive).
2. An employee will be eligible for a Safe Driver Incentive if they have not been involved in a preventable fleet related incident during the assessment period.
3. An employee will be eligible for a Safe Driver Incentive if they have been involved in a preventable fleet related incident in which they have been found to be not at fault as determined by a Police Department Accident Report or a City of Copperas Cove Supervisors First Report of Accident or Injury during the assessment period.
4. An employee will be declared ineligible for the Safe Driver Incentive if they have been involved in a preventable fleet related incident in which they have been found to be at fault as determined by a Police Department Accident Report or a City of Copperas Cove Supervisors First Report of Accident or Injury during the assessment period.

B. Incentives

1. The Safe Driver Incentive Award will be a monetary incentive of \$100.00 or a paid Safe Driver day off. At the end of each assessment period, eligible

**SAFE DRIVER INCENTIVE POLICY**  
**Policy #730**

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employees must notify Human Resources of his/her incentive award selection. Depending on the employee's schedule, a Safe Driver Day shall be defined as a period of eight (8) hours or ten (10) hours for full time employees except in the case of 24-hour shift employees in the uniformed fire service where the Safe Driver Day shall be the equivalent of twelve (12) work hours.

2. The monetary award will be paid to the employee in January of the fiscal year following the employee's earning of the award.
3. A paid safe driver day off must be taken in the fiscal year following the employee's earning of the award. The employee will not be allowed to carry the day off past the last day of the fiscal year. An earned safe driver day off is not paid upon separation of employment.
4. To recognize their achievement, employees that earn the Safe Driver Incentive will receive public recognition within two months of the end of an assessment period.

C. Positions Eligible for the Safe Driver Incentive

1. Full-time employees working in the positions listed in Appendix A that drive or operate City fleet equipment are eligible for the Safe Driver Incentive.

D. City Fleet Vehicles Included in the Safe Driver Incentive

1. City fleet vehicles listed in Appendix B are included in the Safe Driver Incentive Policy.

**SAFE DRIVER INCENTIVE POLICY**  
**Policy #730**

October 2011

**Appendix A Positions Eligible for the Safe Driver Incentive**

Department Name	Position Title
Animal Control	Animal Control Officer
Animal Control	Senior Animal Control Officer
Building & Development Svcs.	Inspector Senior
Building & Development Svcs.	Inspector
Code & Health Compliance	Code Enforcement Officer
Code & Health Compliance	Health Inspector
Composting	Heavy Equipment Operator
Composting	Supervisor Composting
Drainage Utility	Crewleader Street/Drainage
Drainage Utility	Heavy Equipment Operator
Drainage Utility	Laborer
Engineering	Public Improvements Inspector
Facility Maintenance	Facility Maintenance
Fire	Fire Captain
Fire	Fire Inspector/Investigator
Fire	Fire Lieutenant
Fire	Firefighter
Fleet Services	Lead Mechanic
Fleet Services	Mechanic
Golf Course	Golf Course Mechanic
Golf Course	Heavy Equipment Operator
Golf Course	Laborer
Parks & Recreation	Supervisor - Parks
Parks & Recreation	Laborer
Parks & Recreation	Light Equipment Operator
Parks & Recreation	LEO/HVAC Technician
Police	Police Corporal
Police	Patrol Officer - Certified
Police	Police Sergeant
Sewer Collection	Asst. Supervisor/Operator III
Sewer Collection	Operator II
Solid Waste Collection	Driver
Solid Waste Collection	Lead Driver
Solid Waste Collection	Mechanic
Solid Waste Disposal	Heavy Equipment Operator
Solid Waste Disposal	Laborer
Street	Crewleader Street/Drainage
Street	Heavy Equipment Operator
Street	Light Equipment Operator
Street	Traffic Control Technician

**SAFE DRIVER INCENTIVE POLICY**  
**Policy #730**

October 2011

Utility Administration

Meter Reader/Service Technician

Department Name

Position Title

Wastewater Treatment

Laboratory Technician - Senior

Wastewater Treatment

Laboratory Technician Wastewater

Wastewater Treatment

Operator II Wastewater

Wastewater Treatment

Chief Plant Operator Wastewater

Water Distribution

Operator II / Heavy Equip. Operator

Water Distribution

Operator II Water Distribution

Water Distribution

Supervisor Installation

Water Distribution

Supervisor Pump Maintenance

**SAFE DRIVER INCENTIVE POLICY**  
**Policy #730**

October 2011

**Appendix B City Fleet Equipment included in the Safe Driver Incentive Award**

**1. Passenger Vehicles**

Vehicles including motorcycles, cars, station wagons, pickup trucks and vans with a Gross Vehicle Weight Rating (GVWR) of 8500 lbs or less.

**2. Large Vehicles**

All large passenger vehicles, box trucks, and utility trucks with a GVWR over 8500 lbs.

**3. Fire and Emergency Medical Vehicles**

All fire fighting apparatus including conventional, aerial, hydraulic, heavy rescue, engines, pumpers, wild land fire, hazardous materials, command support, tankers and ambulances.

**4. Construction Vehicles**

All construction related vehicles including aerial work platforms, tractors, backhoes, bulldozers, cherry pickers, dump trucks, graders, cranes, loaders, trenchers, drilling apparatus and asphalt pavers.

**5. Solid Waste Vehicles**

All vehicles related to the collection of solid waste including front loaders, rear loaders, side loaders, pneumatic, and grapple trucks.

**6. Specialized Vehicles**

All vehicles with a specialized function including Vac-Con sewer pumping vehicles, street sweepers, tractor mowers, Gator type utility vehicles, and golf carts.

**City Council Regular**

I. 3.

**Meeting Date:** 09/20/2011

**Contact:** Kelli Sames, Division Head of Human Resources, Human Resources

---

**SUBJECT**

Consideration and action on an ordinance updating Personnel Policy No. 311, Vacation Leave. **Kelli Sames, Human Resources Division Head**

**BACKGROUND/HISTORY**

The City of Copperas Cove currently has in effect an Employee Personnel Policies and Procedures Manual that was adopted by City Council August 15, 2006 with an effective date of September 1, 2006. Many revisions to the personnel policies and procedures have taken place since the original adoption.

**FINDINGS/CURRENT ACTIVITY**

Included in the manual is Personnel Policy No. 311, Vacation Leave. The policy outlines the City's policy for accruing vacation for City employees.

Local Government Code Title 5. Matters affecting Public Officers and Employees Subtitle A. Municipal Officers and Employees Chapter 142. Assistance, Benefits, and Working Conditions of Municipal Officers and Employees Subchapter A. General Provisions Sec. 142.0013. HOURS OF LABOR AND VACATION OF MEMBERS OF FIRE AND POLICE DEPARTMENTS IN CERTAIN MUNICIPALITIES states (b) A member of a fire or police department in a municipality with a population of more than 30,000 is entitled to 15 vacation days each year with pay if the member has been regularly employed in the department or departments for at least one year.

The U.S. Census Bureau currently has the City of Copperas Cove listed of having a population of 32,032. As a result, the vacation policy has been updated with an accrual schedule for certified police officers and fire/EMS employees to reflect accruing a minimum of 15 days per year.

Per policy, a "vacation day" is defined as an 8-hour period for all employees, other than 24-hour fire shift employees. A "vacation day" for 24-hour fire shift personnel is defined as a 12-hour period.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends approval of Ordinance No. 2011-48, updating Personnel Policy No. 311, Vacation Leave.

---

**Fiscal Impact**

**Funds available Y/N?:** yes

**FINANCIAL IMPACT:**

The FY Budget will still reflect the total salary and benefits for all full time employees. However, should a certified police officer or fire/EMS employee resign, vacation leave due to that employee would be paid at the proposed accrual rate, which is now higher than the former accrual rate.

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**Attachments**

Ord 2011-48 Vacation Leave No. 311

**ORDINANCE NO. 2011-48**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF COPPERAS COVE BY REPEALING THE CURRENT PERSONNEL POLICY, NO. 311, (VACATION LEAVE), AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, NO. 311, (VACATION LEAVE) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS,** The City of Copperas Cove has not updated this ordinance since April 1, 2008.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS:**

**Section 1.**

That the Personnel Policies and Procedures Manual dated September 1, 2006, hereinafter set forth and included with this Ordinance as Exhibit "A" is hereby amended by repealing the current personnel policy, No. 311, (Vacation Leave) and replacing the existing policy with a revised personnel policy, No. 311, (Vacation Leave) correctly shown by the attached Exhibit "A";

**Section 2.**

That the remaining sections of the said Personnel Policies and Procedures Manual are hereby ratified, and shall remain in full force and effect;

**Section 3.**

That any outstanding Personnel Policies and Procedures Manuals other than Exhibit "A" either in the form of a manual or otherwise written or oral in nature, are hereby rescinded and are no longer of any force and effect;

**Section 4.**

That any additions, deletions or other amendments to the Personnel Policies and Procedures Manual shall be made in a manner similar to process by which this manual is originally approved and only after compliance with the Texas Open Meetings Act and approved by the City Council of the City of Copperas Cove.

**Section 5.**

That should any section, clause, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

**Section 6.**

That this ordinance shall be effective October 1, 2011.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE. TEXAS**, this 20th day of September 2011, such meeting held in compliance with the Open Meeting Act (Texas Government Code, Chapter 551.001 et.seq.), at which a quorum was present and voting.

\_\_\_\_\_  
John Hull, Mayor

**ATTEST:**

\_\_\_\_\_  
Jane Lees, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denton, Navarro, Rocha  
& Bernal, P.C., City Attorney

**VACATION LEAVE  
Policy #311**

October 2011

The City of Copperas Cove allows for all regular full time employees to accrue vacation leave on a pay-period basis. Continued accrual of vacation leave shall be based on the length of service with the City.

Vacation leave shall accrue at the end of the first full pay period of employment, but an employee shall not be allowed to use any accrued vacation leave until he/she has successfully completed his/her initial employment Evaluation Period; vacation leave is forfeited if employment is terminated before an employee successfully completes the initial evaluation period. Temporary, seasonal employees, and part-time employees shall not earn vacation leave and shall not be entitled to vacation time or leave pay upon separation. Official City observed holidays occurring while an employee is on approved paid vacation leave shall be considered as paid holidays and do not affect vacation leave balances. Employees may not “borrow” unearned vacation time.

Use of Vacation Leave

Vacation leave is an earned benefit intended to provide time away from the work environment to pursue activities that will promote the well being of the individual. Whenever possible, vacation time will be scheduled at the convenience of employees. However, Department Directors must be certain that vacations do not interfere with the normal functions and activities of department operations. Whenever possible, employees are encouraged to submit their preferred vacation schedule to the appropriate supervisor as far in advance as possible to relieve any scheduling problems that may develop. To ensure proper payment of vacation pay, employees must make sure they have an approved vacation request on file before leaving for vacation. Vacation leave may also be used for purposes of attending to personal business, extension of sick leave when sick leave is exhausted, inability to get to work because of inclement weather, or for other purposes. Employees shall schedule their annual vacation leave in accordance with their Department's guidelines governing vacation.

Vacation leave will be earned and credited, according to the vacation accrual schedule below, to regular full time employees for each completed pay period worked. Vacation leave cannot exceed 25 days (200 hours) (288 hours for Fire & EMS shift personnel) at any given time. The employee will forfeit a vacation balance that exceeds 25 days (200 hours) (288 hours for Fire & EMS shift personnel) unless approved by the City Manager.

Vacation is paid at the employee's base rate at the time of vacation. It does not include overtime or any special forms of compensation. Vacation time is paid only for that time the employee would ordinarily have worked. Employees will not be paid for any unused vacation except upon separation of employment or if an employee is precluded from taking a scheduled vacation due to City and/or department needs.

**VACATION LEAVE  
Policy #311**

October 2011

Department Directors may request, with City Manager approval, the City to buy back up to one week of vacation (40 hours for regular full time employees and 3-24 hour shifts for fire shift personnel) per fiscal year. Requests must identify and support specific business reasons why an employee was not able to be off work to avoid losing accrued leave. Special assignments, critical projects, and personnel shortages are representative of the kinds of situations that may be acceptable business reasons for approval.

Upon termination, retirement, resignation, or death, an employee shall be paid for accrued vacation leave at the rate of pay the employee was receiving at the time of separation. Only employees who have successfully completed their Evaluation Period with the City are entitled to this payout provision upon separation.

DEFINITIONS

Vacation Day – A “vacation day” is defined as an 8-hour period for all employees, other than 24-hour fire shift employees. A “vacation day” for 24-hour fire shift personnel is defined as a 12-hour period.

Accruals - Vacation accruals are based on compensable hours worked or taken at the end of a full pay period.

Vacation Accrual Schedule –

All Regular Full Time Employees:

(Excluding Fire & EMS Certified Shift and Non-Shift Employees and Certified Police Officers)

Vacation Earning Schedule Pay Period Accrual

Length of Service	Accrual Amount
1 Year	3.08 Hours
2-4 Years	3.70 Hours
5-9 Years	4.62 Hours
10-14 Years	5.54 Hours
15-19 Years	6.16 Hours
20 Years	6.47 Hours
20+ Years	6.47 Hours plus 8.00 hours for each additional year past 20 years (Example 21 years of employment: $6.47 * 26 \text{ pay periods} = 168 + 8 = 176$ hours earned per year. $176 \text{ hours} / 26 \text{ pay periods} = 6.77$ hours earned per pay period).

Vacation Accrual Schedule –

All Regular Full Time Fire & EMS Certified Shift Employees:

Vacation Earning Schedule Pay Period Accrual

Length of Service	Accrual Amount
-------------------	----------------

**VACATION LEAVE  
Policy #311**

October 2011

1-9 Years	6.92 Hours
10-14 Years	8.31 Hours
15-19 Years	9.23 Hours
20 Years	10.16 Hours
20+ Years	10.16 Hours plus 12.00 hours for each additional year past 20 years.

**Vacation Accrual Schedule –**

All Regular Full Time Certified Police Officers and Fire & EMS Certified Non-Shift Employees:

<u>Vacation Earning Schedule Pay Period Accrual</u>	
Length of Service	Accrual Amount
1-9 Years	4.62 Hours
10-14 Years	5.54 Hours
15-19 Years	6.16 Hours
20 Years	6.47 Hours
20+ Years	6.47 Hours plus 8.00 hours for each additional year past 20 years (Example 21 years of employment: $6.47 * 26 \text{ pay periods} = 168 + 8 = 176$ hours earned per year. $176 \text{ hours} / 26 \text{ pay periods} = 6.77$ hours earned per pay period).

**Separating employees** - Separating employees will not be allowed to use vacation as their final day of employment unless scheduled and approved in advance by their Department Director/Division Head and City Manager.

**City Council Regular**

I. 4.

**Meeting Date:** 09/20/2011

**Contact:** Ryan Haverlah, Asst Dir Finance/Budget Dir, Finance

---

**SUBJECT**

Consideration and action on a resolution nominating candidates to serve on the Coryell Central Appraisal District Board of Directors. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

**BACKGROUND/HISTORY**

The Coryell Central Appraisal District (CCAD) is governed by a Board of Directors. The Board serves a number of specific purposes, of which the most commonly known purpose is to hear and resolve disputes regarding the property values assigned by the CCAD.

Section 6.03 of the Texas Tax Code provides how members of the Board of Directors are selected.

Members of the Board of Directors for the CCAD serve two-year terms beginning on the first day of January of even-numbered years (e.g. 2012). Taxing units within the CCAD's jurisdiction will provide nominations to fill the positions on the Board of Directors. After nominations are received, the taxing units will receive a ballot from the CCAD listing the candidates. Votes will be cast according to the number of votes calculated by the Chief Appraiser.

**FINDINGS/CURRENT ACTIVITY**

Chief Appraiser Mitch Fast has notified the City that the CCAD is accepting nominations for the five-member Board of Directors that will serve the term of January 1, 2012 through December 31, 2013. The City may nominate, by resolution, one (1) to five (5) candidates to fill the five member board. The resolution must be submitted to the CCAD by October 15, 2011.

CCAD will then submit to the City a ballot of the nominees for which City Council will then cast its votes to select the members of the Board of Directors. The number of votes is determined as a percentage of the taxing unit's property tax levy to the tax levy for all units in the District.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends City Council nominate candidates to serve on the Board of Directors for the Coryell Central Appraisal District and approve Resolution No. 2011-39.

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**Attachments**

[Resolution Coryell CAD Nominations](#)

[Letter from Coryell CAD](#)

**RESOLUTION NO. 2011-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, TO NOMINATE CANDIDATES FOR THE CORYELL CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE TERM OF JANUARY 1, 2012 THROUGH DECEMBER 31, 2013.**

**WHEREAS**, The City Council of the City of Copperas Cove, Texas submits their nominations for the Board of Directors to the Chief Appraiser of the Coryell Central Appraisal District.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Copperas Cove, Texas submits the following nominations for candidates for the election of the Board of Directors for the Coryell Central Appraisal District for the term of January 1, 2012 through December 31, 2013.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PASSED, APPROVED, AND ADOPTED** on this 20th day of September 2011, at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

\_\_\_\_\_  
John Hull, Mayor

**ATTEST:**

\_\_\_\_\_  
Jane Lees, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denton, Navarro, Rocha  
& Bernal, P.C., City Attorney



CORYELL CENTRAL APPRAISAL DISTRICT  
PO BOX 1058  
GATESVILLE, TX 76528



August 30, 2011

City of Copperas Cove  
Andrea Gardner, City Manager  
PO Box 1449  
Copperas Cove, TX 76522

Dear Ms. Gardner,

As you may be aware, the election of members for the Board of Directors of the Coryell Central Appraisal District must be conducted this year. The following is a recap of the procedure:

- Members serve two-year terms beginning January 1 of even-numbered years.
- Members of the Board of Directors are appointed by vote of the taxing unit governing bodies.
- Each taxing unit entitled to vote may nominate, by resolution adopted by its governing body, one candidate for each position to be filled. This is a five member board, therefore you may nominate from one to five persons. The names of these nominees **MUST** be submitted to the chief appraiser **ON OR BEFORE October 15,** or as soon thereafter as possible.
- Before **October 30,** you will receive a prepared ballot listing the candidates alphabetically.
- *The governing body must cast its votes by resolution and submit the resolution to the chief appraiser by **December 15.***
- Enclosed is the number of votes your governing body may cast in the election for new board of director members for the Coryell Central Appraisal District.

GATESVILLE OFFICE  
705 E MAIN ST  
254-865-6593 PHONE  
254-865-1280 FAX

COPPERAS COVE OFFICE  
207 S 3<sup>RD</sup> ST #200  
254-542-6960 PHONE  
254-542-7586 FAX





## CORYELL CENTRAL APPRAISAL DISTRICT

PO BOX 1058  
GATESVILLE, TX 76528



- The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates.
- The governing body may cast all its votes for one candidate or may distribute their votes among any number of the candidates.

To be eligible to serve as a director, an individual must be a resident of the district and must have resided in the district for two years. An employee of a taxing unit that participates in the district is not eligible to serve unless that person is also a member of the governing body or is an elected official of a taxing unit that participates in the district.

Please submit your nominee(s) by resolution **on or before October 15**, or as soon thereafter as possible.

The present members of the Board of Directors are:

Justin Carothers  
Al Castillo  
Jay Manning  
Jack Wall  
Bob Weiss

If you have any questions, please contact me at (254) 865-6593. Your continued support and cooperation is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Mitch Fast".

Mitch Fast  
Chief Appraiser

dks/MF

GATESVILLE OFFICE  
705 E MAIN ST  
254-865-6593 PHONE  
254-865-1280 FAX

COPPERAS COVE OFFICE  
207 S 3<sup>RD</sup> ST #200  
254-542-6960 PHONE  
254-542-7586 FAX

Jurisdiction Name	2010 Property Taxes/Unit	2010 Property Taxes/District	Number of Directorships	Voting Entitlement
050 - Coryell County	\$8,632,995	\$39,493,483	5	1095
CCC - City of Copperas Cove	\$8,294,308	\$39,493,483	5	1050
COP - Copperas Cove ISD	\$13,598,228	\$39,493,483	5	1720
EVC - Evant City	\$40,394	\$39,493,483	5	5
EVT - Evant ISD	\$499,868	\$39,493,483	5	65
GV - Gatesville ISD	\$6,290,165	\$39,493,483	5	795
GVC - City of Gatesville	\$1,074,952	\$39,493,483	5	135
JB - Jonesboro ISD	\$410,249	\$39,493,483	5	50
MDY - Moody ISD	\$149,628	\$39,493,483	5	20
OG - Oglesby ISD	\$366,670	\$39,493,483	5	45
OGC - City of Oglesby	\$15,991	\$39,493,483	5	1
VLM - Valley Mills ISD	\$10,122	\$39,493,483	5	1
CLF - Clifton ISD	\$45,050	\$39,493,483	5	5
CRA - Crawford ISD	\$46,831	\$39,493,483	5	5
LAM - Lampasas ISD	\$17,748	\$39,493,483	5	1
MCG - City of McGregor	\$285	\$39,493,483	5	1
<b>Totals</b>	<b>\$39,493,483</b>			<b>4994</b>

**City Council Regular**

**I. 5.**

**Meeting Date:** 09/20/2011

**Contact:** Ryan Haverlah, Asst Dir Finance/Budget Dir, Finance

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**SUBJECT**

Consideration and action on a resolution expressing intent to finance expenditures to be incurred for a traffic impact analysis. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

**BACKGROUND/HISTORY**

The City intends to issue Limited Tax Notes in December 2011 of which a part of the funding is to have a traffic impact analysis completed. The traffic impact analysis will provide the potential impact of a major residential development on traffic and assist the City to have a more competitive Safe Routes to School grant application.

**FINDINGS/CURRENT ACTIVITY**

The City intends to finance the contract to complete the traffic impact analysis from the 2011 Limited Tax Notes. The traffic impact analysis is estimated in the tax notes at a cost of \$25,000.

A resolution expressing the intent of the City to finance this expenditure through a future debt issuance, but to expend the funds prior to the issuance is required in order to reimburse itself once the debt has been issued. A common term for this type of resolution is called a reimbursement resolution.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends approval of Resolution No. 2011-40.

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**Fiscal Impact**

**Funds available Y/N?:** Y

**FINANCIAL IMPACT:**

The City has the financial capacity to expend up to \$25,000 to complete a traffic impact analysis and issue Limited Tax Notes in December 2011.

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**Attachments**

Res No 2011-40 Intent to Finance

**RESOLUTION NO. 2011-40**

**A RESOLUTION OF THE CITY OF COPPERAS COVE,  
TEXAS, EXPRESSING INTENT TO FINANCE  
EXPENDITURES TO BE INCURRED FOR A TRAFFIC  
IMPACT ANALYSIS.**

**WHEREAS,** the City of Copperas Cove, Texas (the “[Issuer]”) is a political subdivision of the State of Texas authorized to finance its activities by issuing obligations, the interest on which is excludable from gross income for federal income tax purposes (“tax-exempt obligations”), pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”); and

**WHEREAS,** the [Issuer] will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, construction, reconstruction or renovation of the project listed on Exhibit A attached hereto; and

**WHEREAS,** the [Issuer] has concluded that it does not currently desire to issue tax-exempt obligations to finance the costs associated with the project listed on Exhibit A attached hereto; and

**WHEREAS,** the [Issuer] desires to reimburse itself for the costs associated with the project listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and

**WHEREAS,** the [Issuer] reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the project listed on Exhibit A attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS THAT:**

**Section 1.**

The [Issuer] reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, reconstruction or renovation of the project listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

**Section 2.**

The [Issuer] reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the [Issuer] for the costs associated with the project

listed on Exhibit A attached hereto will not exceed the respective amounts shown on Exhibit A.

**PASSED, APPROVED, AND ADOPTED**, on this 20th day of September 2011 at a regular meeting of the City Council of the City of Copperas Cove, Texas, such meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, Chapter 551-001 et.seq. at which meeting a quorum was present and voting.

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John Hull, Mayor

**ATTEST:**

---

Jane Lees, City Secretary

**APPROVED AS TO FORM:**

---

Denton, Navarro, Rocha  
& Bernal, P.C., City Attorney

EXHIBIT A  
DESCRIPTION OF PROJECT

<u>Purpose/Project</u>	<u>Amount</u>
<u>Traffic Impact Analysis</u>	<u>\$25,000</u>

**City Council Regular**

I. 6.

**Meeting Date:** 09/20/2011

**Contact:** Ryan Haverlah, Asst Dir Finance/Budget Dir, Finance

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**SUBJECT**

Consideration and action on a resolution amending the 2010-2011 fiscal year budget. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

**BACKGROUND/HISTORY**

The 2010-11 budget was adopted on September 7, 2010 and amended six (6) times by ordinance according to Section 6.11 of the City Charter. Section 8.02 of the City Charter authorizes the Council, at the request of the City Manager, to transfer by resolution "any unencumbered appropriation balance or portion thereof from one office, department or agency to another."

**FINDINGS/CURRENT ACTIVITY**

Staff completed a year-end analysis of all operating funds for FY 2010-2011. Potential savings and deficits for departments were identified during the review. Savings in departments span the full range of accounts from salaries and benefits to capital budgets. Overall, departments will be in very good shape by year-end; however, there are some departments that require adjustments.

The General Fund requires reallocation to two (2) departments from other departments. The City Manager's budget will require a reallocation from the Non-Departmental budget in the amount of \$3,800 to cover the salary and benefits accounting accrual at the end of the year. The Information Systems Department will require a reallocation of \$8,000 from the City Secretary budget and \$1,500 from the Non-Departmental budget to cover employee insurance costs and a new Agenda Quick server in the total amount of \$9,500.

The Water/Sewer Fund requires reallocation from multiple departments to the Wastewater Treatment Department in the amount of \$68,000. Of that amount, \$12,000 will come from Water Distribution, \$42,000 will come from Sewer, and \$14,000 will come from Non-Departmental.

The Drainage Fund will require a small reallocation of \$140 from the Drainage Utility budget to the Non-Departmental budget for internet service.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends City Council approve Resolution 2011-41, amending the 2010-2011 fiscal year budget.

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**Fiscal Impact**

**Funds available Y/N?:** Y

**FINANCIAL IMPACT:**

See Exhibit A to the Resolution for financial impact.

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**Attachments**

Res No 2011-41 + attachment

**RESOLUTION NO. 2011-41**

**A RESOLUTION OF THE CITY COUNCIL TRANSFERING UNENCUMBERED APPROPRIATION BALANCES IN THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010, AND ENDING ON SEPTEMBER 30, 2011.**

**WHEREAS**, City Council desires to transfer unencumbered balances from one office, department or agency to another within the operating budget of the municipal government of the City of Copperas Cove for the fiscal year October 1, 2010 to September 30, 2011; and

**WHEREAS**, said budget transfers have been submitted to the City Council by the City Manager in accordance with the City Charter.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Copperas Cove approve the transfers to the budget considered for the fiscal year of October 1, 2010 to September 30, 2011, as identified in "Attachment A" of this resolution.

**PASSED, APPROVED AND ADOPTED** this 20th day of September 2011, at a regular called meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code 551.001, et.seq.*, at which meeting a quorum was present and voting.

\_\_\_\_\_  
John Hull, Mayor

**ATTEST:**

\_\_\_\_\_  
Jane Lees, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Denton, Navarro, Rocha  
& Bernal, P.C., City Attorney

**CITY OF COPPERAS COVE, TEXAS  
FISCAL YEAR 2010-11 BUDGET  
GENERAL FUND**

**SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

Description	Actual FY 2009-10	Budget FY 2010-11	Proposed Amendment	Amended Budget FY 2010-11
<b>BEGINNING FUND BALANCE:</b>				
Unreserved, Undesignated	\$ 3,911,173	\$ 4,245,750	\$ -	\$ 4,245,750
Prior Yr Enc Voided in Current Yr	-	-	-	-
Prior Period Adjustment	-	-	-	-
Unreserved, Designated	1,000,000	1,000,000	-	1,000,000
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>\$ 4,911,173</b>	<b>\$ 5,245,750</b>	<b>\$ -</b>	<b>\$ 5,245,750</b>
<b>REVENUES:</b>				
Taxes	\$ 10,617,629	\$ 10,774,612	\$ -	\$ 10,774,612
Permits & Licenses	239,555	191,074	-	191,074
Charges for Services	853,828	853,980	-	853,980
Fines	796,724	639,839	-	639,839
Administrative Reimbursements	1,250,500	1,250,500	-	1,250,500
Miscellaneous Revenue	379,056	429,859	-	429,859
<b>TOTAL REVENUES</b>	<b>\$ 14,137,292</b>	<b>\$ 14,139,864</b>	<b>\$ -</b>	<b>\$ 14,139,864</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 19,048,465</b>	<b>\$ 19,385,614</b>	<b>\$ -</b>	<b>\$ 19,385,614</b>
<b>EXPENDITURES:</b>				
City Council (21)	\$ 26,270	\$ 38,966	\$ -	\$ 38,966
City Manager (22)	257,379	244,342	3,800	248,142
City Secretary (23)	167,620	155,013	(8,000)	147,013
City Attorney (24)	78,679	83,271	-	83,271
Finance (31)	661,182	712,642	-	712,642
Budget (32)	-	-	-	-
Human Resources (34)	298,883	272,723	-	272,723
Public Affairs Office (4250)	100,007	-	-	-
Information Systems (35)	220,466	260,896	9,500	270,396
Municipal Court (41)	404,868	390,052	-	390,052
Police-Admin (42)	4,438,159	4,750,937	-	4,750,937
Police-Services (4210)	-	-	-	-
Animal Control (43)	204,999	214,821	-	214,821
Fire/EMS (44)	3,003,768	3,229,145	-	3,229,145
Emergency Management (4420)	2,267	5,449	-	5,449
Engineering (51)	185,187	137,855	-	137,855
Street (53)	631,542	567,690	-	567,690
Fleet Services (55)	260,029	220,958	-	220,958
Facility Maintenance (57)	99,994	76,565	-	76,565
Planning (61)	73,765	189,471	-	189,471
Building Development (52)	208,439	221,221	-	221,221
Code & Health Compliance (72)	179,677	188,259	-	188,259
Parks and Leisure - Admin (54)	968,038	1,024,843	-	1,024,843
Parks and Leisure - Maintenance(5410)	-	-	-	-
Athletics (5420)	-	-	-	-
Aquatics (5430)	-	-	-	-
Special Events (5440)	-	-	-	-
Cemetery (5450)	-	-	-	-
Library (71)	472,272	530,288	-	530,288
Non-Departmental (75)	555,954	742,376	(5,300)	737,076
<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 13,499,444</b>	<b>\$ 14,257,783</b>	<b>\$ -</b>	<b>\$ 14,257,783</b>
<b>OTHER EXPENDITURES:</b>				
Capital Outlay	162,707	\$ 104,516	-	\$ 104,516
Capital Lease Payments	140,564	58,516	-	58,516
Street Maintenance	-	261,800	-	261,800
Transfers Out	-	39,889	-	39,889
<b>TOTAL OTHER EXPENDITURES</b>	<b>\$ 303,271</b>	<b>\$ 464,721</b>	<b>\$ -</b>	<b>\$ 464,721</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 13,802,715</b>	<b>\$ 14,722,504</b>	<b>\$ -</b>	<b>\$ 14,722,504</b>
<b>ENDING FUND BALANCE:</b>				
Unreserved, Undesignated	\$ 4,245,750	\$ 3,663,110	\$ -	\$ 3,663,110
Unreserved, Designated	1,000,000	1,000,000	-	1,000,000
<b>TOTAL ENDING FUND BALANCE</b>	<b>\$ 5,245,750</b>	<b>\$ 4,663,110</b>	<b>\$ -</b>	<b>\$ 4,663,110</b>

**CITY OF COPPERAS COVE  
FISCAL YEAR 2010-11 BUDGET  
WATER & SEWER FUND**

**SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE**

Description	Actual FY 2009-10	Budget FY 2010-11	Proposed Amendment	Amended Budget FY 2010-11
<b>BEGINNING FUND BALANCE:</b>				
Unreserved, Undesignated	\$ 2,089,155	\$ 2,218,541	\$ -	\$ 2,218,541
Prior Yr Enc Voided in Current Yr	-	-	-	-
Prior Period Adjustment	-	-	-	-
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>\$ 2,089,155</b>	<b>\$ 2,218,541</b>	<b>\$ -</b>	<b>\$ 2,218,541</b>
Water Revenue	\$ 4,745,557	\$ 5,175,750	\$ -	\$ 5,175,750
Sewer Revenue	3,775,039	3,841,900	-	3,841,900
Senior Citizen Discount	(143,484)	(142,000)	-	(142,000)
Water Tap Fees	83,567	60,000	-	60,000
Sewer Tap Fees	18,150	14,000	-	14,000
Connect Fee	62,810	58,000	-	58,000
Meter Box Reset Fee	-	-	-	-
Composting Sales Revenue	17,622	16,000	-	16,000
Subtotal	<b>\$ 8,559,262</b>	<b>\$ 9,023,650</b>	<b>\$ -</b>	<b>\$ 9,023,650</b>
Admin Reimb-Drainage	\$ 20,000	\$ 20,000	\$ -	\$ 20,000
Transfer from Bond Funds	300,000	6	-	6
Interest Revenue	6,949	6,000	-	6,000
Late Charge For Billing	297,500	280,000	-	280,000
Miscellaneous Revenues	43,861	50,000	-	50,000
Insurance Proceeds	430	1,000	-	1,000
Riser Forfeiture Revenue	870	1,300	-	1,300
Reimbursements	-	1,398	-	1,398
Auction Proceeds	-	2,000	-	2,000
Subtotal	<b>\$ 669,611</b>	<b>\$ 361,704</b>	<b>\$ -</b>	<b>\$ 361,704</b>
<b>TOTAL REVENUE</b>	<b>\$ 9,228,873</b>	<b>\$ 9,385,354</b>	<b>\$ -</b>	<b>\$ 9,385,354</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 11,318,028</b>	<b>\$ 11,603,895</b>	<b>\$ -</b>	<b>\$ 11,603,895</b>
<b>OPERATING EXPENSES:</b>				
Public Works (80)	\$ 175,969	\$ 337,932	\$ -	\$ 337,932
Utility Administration (81)	555,385	574,876	-	574,876
Water Distribution (82)	1,226,165	1,325,301	(12,000)	1,313,301
Sewer Collection (83)	454,755	499,820	(42,000)	457,820
Wastewater Treatment (84)	1,174,216	1,111,569	68,000	1,179,569
Composting (84-01) <sup>1</sup>	172,480	185,510	-	185,510
Non-Departmental (85)	2,897,763	2,999,236	(14,000)	2,985,236
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 6,656,734</b>	<b>\$ 7,034,244</b>	<b>\$ -</b>	<b>\$ 7,034,244</b>
<b>OTHER EXPENSES:</b>				
Capital Outlay	\$ 26,426	\$ -	\$ -	\$ -
Capital Lease Payments	55,317	45,688	-	45,688
Principal & Int Debt Pymts	2,436,684	3,387,743	-	3,387,743
Principal & Int Pymts in Bond Funds	(83,596)	(168,657)	-	(168,657)
Transfer to Bond Funds	-	73,917	-	73,917
<b>TOTAL OTHER EXPENSES</b>	<b>\$ 2,434,830</b>	<b>\$ 3,338,691</b>	<b>\$ -</b>	<b>\$ 3,338,691</b>
<b>TOTAL EXPENSES</b>	<b>\$ 9,091,566</b>	<b>\$ 10,372,935</b>	<b>\$ -</b>	<b>\$ 10,372,935</b>
<b>ENDING FUND BALANCE:</b>				
Unreserved, Undesignated	\$ 2,226,463	\$ 1,230,960	\$ -	\$ 1,230,960
<b>TOTAL ENDING FUND BALANCE</b>	<b>\$ 2,226,463</b>	<b>\$ 1,230,960</b>	<b>\$ -</b>	<b>\$ 1,230,960</b>

**CITY OF COPPERAS COVE  
FISCAL YEAR 2010-11 BUDGET  
DRAINAGE UTILITY FUND  
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

Account	Description	Actual FY 2009-10	Budget FY 2010-11	Proposed Amendment	Amended Budget FY 2010-11
<b>BEGINNING FUND BALANCE:</b>					
	Unreserved, Undesignated	\$ 599,158	\$ 467,888	\$ -	\$ 467,888
	Prior Yr Enc Voided in Current Yr	-	-	-	-
	Prior Period Adjustment	-	-	-	-
<b>TOTAL BEGINNING FUND BALANCE</b>		<u>\$ 599,158</u>	<u>\$ 467,888</u>	<u>\$ -</u>	<u>\$ 467,888</u>
<b>REVENUES</b>					
05-340-1020	Drainage Utility Fee	\$ 870,377	\$ 875,000	\$ -	\$ 875,000
Subtotal		<u>\$ 870,377</u>	<u>\$ 875,000</u>	<u>\$ -</u>	<u>\$ 875,000</u>
<b>Other Revenue</b>					
05-390-6005	Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -
05-370-6001	Interest Revenue	1,589	1,400	-	1,400
05-390-6006	Insurance Proceeds	-	-	-	-
05-392-1001	Auction Proceeds	-	-	-	-
Subtotal		<u>\$ 1,589</u>	<u>\$ 1,400</u>	<u>\$ -</u>	<u>\$ 1,400</u>
<b>TOTAL REVENUES</b>		<u>\$ 871,966</u>	<u>\$ 876,400</u>	<u>\$ -</u>	<u>\$ 876,400</u>
<b>TOTAL FUNDS AVAILABLE</b>		<u>\$ 1,471,124</u>	<u>\$ 1,344,288</u>	<u>\$ -</u>	<u>\$ 1,344,288</u>
<b>OPERATING EXPENDITURES</b>					
	Drainage	\$ 334,675	\$ 291,447	\$ (140)	\$ 291,307
	Non-Departmental	109,125	9,009	140	9,149
<b>TOTAL OPERATING EXPENDITURES</b>		<u>\$ 443,798</u>	<u>\$ 300,456</u>	<u>\$ -</u>	<u>\$ 300,456</u>
<b>OTHER EXPENDITURES</b>					
	Capital Improvement Projects	\$ 72,911	\$ 303,720	\$ -	\$ 303,720
	Capital Outlay	-	20,949	-	20,949
	Capital Lease Payments	-	1,492	-	1,492
	Principal & Int Debt Pymts	311,233	222,559	-	222,559
<b>TOTAL OTHER EXPENDITURES</b>		<u>\$ 384,144</u>	<u>\$ 548,720</u>	<u>\$ -</u>	<u>\$ 548,720</u>
<b>TOTAL EXPENDITURES</b>		<u>\$ 827,944</u>	<u>\$ 849,176</u>	<u>\$ -</u>	<u>\$ 849,176</u>
<b>ENDING FUND BALANCE</b>					
	Unreserved, Undesignated	\$ 643,179	\$ 495,112	\$ -	\$ 495,112
<b>TOTAL ENDING FUND BALANCE</b>		<u>\$ 643,179</u>	<u>\$ 495,112</u>	<u>\$ -</u>	<u>\$ 495,112</u>

**City Council Regular**

I. 7.

**Meeting Date:** 09/20/2011

**Contact:** Wesley Wright, Div. Head of Public Works/City Engineer

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**SUBJECT**

Consideration and action on an ordinance updating the City's Drainage Criteria Manual. **Wesley Wright, P.E., Division Head of Public Works/City Engineer**

**BACKGROUND/HISTORY**

On September 6, 2011, a workshop was held to discuss stormwater detention requirements in the City of Copperas Cove. The current Drainage Criteria Manual requires all new development (including re-development) to provide stormwater detention to pre-existing (natural) conditions.

Council indicated a desire to modify the existing Drainage Criteria Manual to require stormwater detention for any increased runoff from currently existing conditions resulting from development.

**FINDINGS/CURRENT ACTIVITY**

The proposed ordinance reflects the following change in the City's Drainage Criteria Manual:

Existing Language:

*Pre-developed peak flows generated from the 25-yr frequency storm shall not be increased. The peak flows from the 25-yr storm shall be detained in onsite stormwater detention basins with release rates equal to, or less than the flows generated from the site for the 25-yr storm event when the site was in its existing (natural) state. Detention ponds must also be designed such that the 100-yr storm will not overtop the structure. The design engineer shall design an emergency spillway system that will safely discharge the 100-yr storm without damage to the downstream property.*

Proposed Language:

*Existing condition peak flows generated from the 25-year frequency storm shall not be increased. The peak flows from the proposed site development, for a 25-year storm, shall be detained in on-site stormwater detention basins with release rates equal to, or less than the flows generated in the site's existing condition. Detention ponds must also be designed such that the 100-yr storm will not overtop the structure. The design engineer shall design an emergency spillway system that will safely discharge the 100-yr storm without damage to the downstream property.*

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends that Council adopt Ordinance No. 2011-49, updating the City's Drainage Criteria Manual.

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**Fiscal Impact**

**FINANCIAL IMPACT:**

None

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**Attachments**

Ordinance

Section 1 Updated

**ORDINANCE NO. 2011-49**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS AMENDING THE CITY'S DRAINAGE CRITERIA MANUAL REFERENCED IN SECTION 17.5-93(B) OF THE CITY'S CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT WITH THIS AMENDMENT; PROVIDING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, it has been determined that the City of Copperas Cove desires to amend its comprehensive drainage design criteria contained within the Drainage Criteria Manual.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS:**

**SECTION 1.**

That Section 1.2.8 the City's Drainage Criteria Manual referenced in Sec. 17.5-93(b) of the City's Code of Ordinances is hereby amended to read as follows:

**Section 1.2.8 Stormwater Detention**

Existing condition peak flows generated from the 25-year frequency storm shall not be increased. The peak flows from the proposed site development, for a 25-year storm, shall be detained in on-site stormwater detention basins with release rates equal to, or less than the flows generated in the site's existing condition. Detention ponds must also be designed such that the 100-yr storm will not overtop the structure. The Engineer shall design an emergency spillway system that will safely discharge the 100-yr storm without damage to the downstream property.

The City Engineer shall have the authority to waive the requirement for onsite detention, provided that at least one (1) of the following conditions are met:

1. The development is eligible to financially participate in an approved Regional Stormwater Management Program (Facility). Under this provision, the applicant shall demonstrate that the peak, post-developed runoff generated from the 100-yr storm can be conveyed downstream to the Regional Facility and not impact adversely any downstream properties. An adverse impact shall be:

- a. any impact which causes an inundation, or an increased inundation, of any building structure, roadway, or improvement.
  - b. downstream erosion and/or sedimentation, or an increase in erosion and/or sedimentation.
2. The development is adjacent to a defined water course that has sufficient capacity to convey the site's post-developed peak discharge from the 100-yr storm event without creating an adverse impact on any other properties. The discharge in the water course shall be determined by using the 100-yr storm event with the post-developed site and the remainder of the watershed in an ultimate build-out state.
  3. The development is located such that onsite detention may worsen downstream conditions of the watershed. In such cases, the Engineer shall demonstrate that conveyance or a combination of detention & conveyance will provide a safer downstream condition.

## **SECTION 2.**

That all ordinances for which provision has heretofore been made are hereby expressly repealed if in conflict with the provisions of this ordinance.

## **SECTION 3.**

That should any section, clause, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the City as a whole or any part thereof, other ordinance of the City as a whole or any part thereof, other than the part so declared to be invalid.

## **SECTION 4.**

That this ordinance shall go into effect on September 21, 2011.

**PASSED, APPROVED AND ADOPTED** this 20th day of September 2011, at a regular meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't. Code* §551.001, et.seq., at which meeting a quorum was present and voting.

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John Hull, Mayor

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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Denton, Navarro, Rocha  
& Bernal, P.C., City Attorney

# SECTION 1 – DRAINAGE POLICY

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## **SECTION 1 – DRAINAGE POLICY**

### **1.1.0 GENERAL**

This Manual represents the application of accepted principles of storm water drainage engineering and is a working supplement to basic information obtainable from standard drainage handbooks and other publications on drainage design. The policy statements of this section provide the underlying principles by which all drainage facilities shall be designed. The application of the policy is facilitated by the technical criteria contained in the remainder of the manual.

### **1.2.0 CITY OF COPPERAS COVE DRAINAGE POLICY**

#### **1.2.1 Application**

The City's drainage policy shall govern the planning and design of drainage infrastructure within the Corporate Limits of the City and within all areas subject to its extra territorial jurisdiction, as required. Definitions, formulae, criteria, procedures and data in this manual have been developed to support this policy. If any condition requiring some additional measure of protection is identified during design or construction, the Engineer shall make provisions within the design.

#### **1.2.2 General**

- A.** Storm water runoff peak flow rates for the 25-yr and 100-yr frequency storms shall not cause increased adverse inundation of any building or roadway surface.
- B.** Street curbs, gutters, inlets and storm sewers shall be designed to intercept, contain and transport all runoff from the 25-yr frequency storm, without overtopping the curb.
- C.** In addition to B above, the public drainage system shall be designed to convey those flows from greater than the 25-yr frequency storm up to and including the 100-yr frequency storm within defined public rights-of-way or drainage easements.
- D.** When storm water detention is provided, storm water runoff peak flow rates shall not be increased at any point of discharge for the 25-yr storm and 100-yr storm frequency events.

#### **1.2.3 Drainage Flow in Streets**

No concentrated point discharges directly into streets will be allowed unless approved by the City Engineer.

No lowering of the standard height of street crown shall be allowed for the purposes of obtaining additional hydraulic capacity.

#### **1.2.4 Street Cross Flow**

Whenever storm runoff, other than limited sheet flow, moves across a traffic lane, a serious and dangerous impediment to traffic flow occurs. Cross-flow is allowed only in case of super elevation of a curve or overflow from the higher gutter on a street with cross fall. When runoff is allowed to cross from one curb line to the opposing curb line, the depth of flow shall not exceed six (6) inches of depth at any point within the street. This policy prohibits the use of concrete valley gutters at points other than intersections.

At points of concentration other than intersections, cross-flows shall be contained within underground storm conduit. The crown of the street shall not be removed to allow cross-flow.

### **1.2.5 Allowable Flow of Water Through Intersections**

As the storm water flow approaches a street intersection, inlets shall be required if the depth of flow exceeds six (6) inches any portion of the street intersection. Concrete valley gutters shall be used to convey storm water flow through intersections. In the case of T intersections designed as sump conditions, the Engineer shall demonstrate that the depth of storm water will not exceed six (6) inches at any point within the intersection. Inlets in such cases shall not be installed within the curb radius of the intersection.

### **1.2.6 Drainage System**

- A.** Construction plans for proposed reinforced concrete box culverts, bridges and related structures may be adaptations of the current Texas Department of Transportation (TxDOT) Standards.
- B.** For bridges and culverts in residential streets, runoff from the 100-yr frequency flow shall not produce a headwater elevation at the roadway greater than either six (6) IN above the roadway crown elevation or any top of upstream curb elevation, whichever is lower.
- C.** For bridges and culverts in streets other than a residential street, runoff from the 100-yr frequency storm shall not produce a headwater elevation at the roadway greater than three (3) IN above the roadway crown elevation or three (3) IN above any top of upstream curb elevation, whichever is lower.
- D.** All drainage facilities (including but not limited to headwalls, open channels, storm sewers, area inlets, and detention, retention and water quality controls and their appurtenances) shall comply with the following requirements, unless otherwise noted in this section.
  - 1. Storm sewer inlets and gutter transitions shall be designed to avoid future driveways and to avoid conflicts with standard water and wastewater service locations. No utilities shall be allowed to cross under or through a storm sewer inlet or culvert.
  - 2. Drainage channels and detention ponds that are to be maintained by the public (City) shall be contained within drainage easements. Adequate room for access shall be provided for drainage channels and detention ponds. Ramps no steeper than five (5) FT horizontal to one (1) FT vertical shall be provided at appropriate locations to allow access to drainage channels and detention ponds. The minimum bottom width for any channel with vegetative side slopes shall be four (4) FT.
  - 3. Detention ponds shall be designed with adequate area around the perimeter for access and maintenance. The said area shall be a minimum of seven (7) FT wide for ponds with depths of five (5) FT or less (back slopes included) and a minimum of fifteen (15) FT wide for ponds over five (5) FT deep or with back slopes in excess of five (5) FT high. The said area shall not slope more than five (5) percent.
  - 4. Rip-rap for slope protection or velocity dissipation shall be formed concrete dissipaters. Mortared rock or stone shall not be allowed.

5. Storm drains between lots (crossing blocks) shall be avoided as much as possible. When unavoidable, such drains shall be underground storm drains laid along an alignment that retains the conduit within the dedicated drainage easement. Storm drains along rear of residential lots (through back yards) shall be avoided. Easements shall be a minimum of fifteen (15) FT in width.
6. All bends, wyes and pipe size changes in storm sewers shall be prefabricated or shall occur at manholes/junction boxes.
7. Bedding of storm sewer shall be to the top of pipe.
8. Storm drains shall be reinforced concrete pipe (RCP), ASTM C76, minimum class III minimum eighteen (18) IN diameter. The Engineer shall provide load analysis to the Planning and Development Department as appropriate to demonstrate that class of pipe used is sufficient for the loading conditions. Higher strength pipes shall be used where loadings warrant such. Storm drains shall have a minimum of two (2) FT of cover in unpaved areas and a minimum of one and five tenths (1.5) FT of cover from sub-grade in paved areas.
9. The use of High Density Polyethylene (HDPE) shall be allowed only if approved by the City Engineer. Its use shall be limited to unpaved areas outside of City streets. All cross street storm drainage conduit shall be reinforced concrete pipe (RCP). All outfall structures shall be constructed of reinforced concrete and the connection with the outfall structure shall be accomplished using RCP. A transition fitting from HDPE to RCP shall be made upstream of the outfall structure.
10. Junction boxes and manholes shall be reinforced concrete. Junction boxes in lieu of manholes shall be provided where any pipe opening exceeds thirty-seven (37) inches and where the distance from the outside surfaces of any two (2) pipes entering a manhole is less than one (1) foot, measured along the inside of the manhole.
11. Prefabricated wyes, mitered angle fittings and pipe size reducers shall be allowed in lieu of junction boxes and manholes.
12. Channels
  - a. Concrete Channels  
Concrete channels shall be of sufficient cross section and slope as to fully contain design flows and facilitate self cleaning. Outfalls shall enter major collector drainage ways and major streams at grade or be designed and constructed with adequate concrete aprons, energy dissipaters or similar features to prevent erosion.
  - b. Vegetated Channels  
Vegetated channels shall have sufficient grade but with velocities that will not be so great as to create erosion. Side slopes shall not be steeper than three (3) FT horizontal to one (1) FT vertical for channels four (4) FT or less in depth and no steeper than four (4) FT horizontal to one (1) FT vertical in all other channels to allow for future growth and to promote slope stability. All slopes shall be hydro-mulched, sodded or seeded with approved grass, grass mixtures or ground cover suitable to the area and season in which they are applied. Seeded side slopes and bottoms shall be lined with erosion protection matting. All earthen channels must have vegetation established prior to acceptance by the City of Copperas Cove.
  - c. Major streams shall not be modified without consent of applicable state and federal agencies and authorization from the City Engineer.

13. Discharge from storm sewer outfalls shall not cause channel, bluff, or stream bank erosion. If the storm drain discharges to an open drainage facility (as determined by the City), the applicant must show acceptable non-erosive conveyance to that drainage facility, appropriate energy dissipation at the outfall and a stable headwall. No outfalls shall be allowed to discharge on the slope of the receiving channel.
14. If the development is located such that there is considerable drainage from potentially developable upstream areas, the developer may request participation by the City for the cost of over sizing of elements of the overall drainage system. The City shall consider these requests on a case by case basis.

### **1.2.7 Computations**

- A.** Computations to support all drainage designs shall be submitted to the appropriate City Departments for review. The computations shall be in such form as to allow for timely and consistent review and also to be made a part of the permanent city record for future reference. Computation shall include the impact of the proposed development to the downstream properties adjacent to the drainage resulting from the 100-yr event. All computations submitted shall be certified by a Professional Engineer licensed in the State of Texas. The Engineer shall provide the report to the City in both hard copy and a scanned electronic pdf file with the proper seal, signature and date.

- B. Determination of Runoff**

Numerous methods of rainfall-runoff computation are available on which the design of storm drainage and flood control systems may be based. The Rational Method shall be an acceptable means of computing runoff for drainage areas of 200 ACRES or less when designing streets, storm drainage systems, channels and culverts. When the drainage area exceeds 200 ACRES in size, the National Resource Conservation Service (NRCS) (formerly the Soil Conservation Service) hydrologic methods (available in TR-20, TR-55 or HEC ) should be used.

- C. Detention Pond Storage Determination**

A flow routing analysis using detailed hydrographs must be applied for all detention pond designs. The NRCS hydrologic methods (available in TR-20, TR-55, HEC-1, HEC RAS and the Hydrologic Engineering Center (HEC)) hydrologic methods may be used for areas of 200 ACRES or more. Use of the Modified Rational Method is limited to drainage areas less than 200 ACRES.

### **1.2.8 Stormwater Detention**

Existing condition peak flows generated from the 25-year frequency storm shall not be increased. The peak flows from the proposed site development, for a 25-year storm, shall be detained in on-site stormwater detention basins with release rates equal to, or less than the flows generated in the site's existing condition. Detention ponds must also be designed such that the 100-yr storm will not overtop the structure. The Engineer shall design an emergency spillway system that will safely discharge the 100-yr storm without damage to the downstream property.

The City Engineer shall have the authority to waive the requirement for onsite detention, provided that at least one (1) of the following conditions are met:

1. The development is eligible to financially participate in an approved Regional Stormwater Management Program (Facility). Under this provision, the applicant shall demonstrate that the peak, post-developed runoff generated from the 100-yr storm can be conveyed downstream to the Regional Facility and not impact adversely any downstream properties. An adverse impact shall be:
  - a. any impact which causes an inundation, or an increased inundation, of any building structure, roadway, or improvement.
  - b. downstream erosion and/or sedimentation, or an increase in erosion and/or sedimentation.
2. The development is adjacent to a defined water course that has sufficient capacity to convey the site's post-developed peak discharge from the 100-yr storm event without creating an adverse impact on any other properties. The discharge in the water course shall be determined by using the 100-yr storm event with the post-developed site and the remainder of the watershed in an ultimate build-out state.
3. The development is located such that onsite detention may worsen downstream conditions of the watershed. In such cases, the Engineer shall demonstrate that conveyance or a combination of detention & conveyance will provide a safer downstream condition.

### **1.2.9 Flood Plain Management**

#### **A. City of Copperas Cove**

In all cases where floodplain delineation is required, its determination shall be based on the projected ultimate development of all properties contributing to the point of consideration. It is the responsibility of the Engineer to determine the ultimate developed drainage condition is based on the most accurate information available.

For the purposes of this policy, any concentrated flow within a watershed that has a drainage area of three hundred twenty (320) ACRES or greater, unless previously defined by FEMA, shall be delineated as a floodplain.

All existing floodplains created by the base flood as computed with current, existing conditions, shall be deemed the Floodway (regulatory floodway) and shall be wholly contained within dedicated rights-of-way or easements. Encroachments are prohibited, including fill, new construction, substantial improvements and other development unless certification by a Professional Engineer is provided, demonstrating that encroachments shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

All new construction and substantial improvements of buildings (structures) shall have the lowest floor (including basement) one foot above the base flood, based

upon the projected, ultimate development of all properties (without stormwater detention) contributing to the point of consideration.

All floodplains shall be computed utilizing the computer software and methodologies outlined in the Drainage Criteria Manual.

If land development activities are proposed which will result in flood hazard boundary delineations different from those depicted on the current Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency (FEMA), the applicant for a development permit shall obtain a Conditional/Letter of Map Revision (CLOMR/LOMR) from FEMA.

All floodplain delineations for FIRM revisions shall be based upon field-surveyed cross-sections performed in accordance with the guidelines outlined in this Manual.

## **B. Federal Emergency Management Agency**

1. The Federal Emergency Management Agency (FEMA) maintains Flood Insurance Rate Maps (FIRMs) that depict floodplain and floodway boundaries. The floodplain and floodway boundaries depicted on FIRMs are based on existing conditions of development in the contributing area.
2. FEMA reviews and approves or denies all revisions or amendments to FIRMs. FEMA revises or amends FIRMs by approval of a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR). FEMA establishes the process and fees necessary for review of an application for LOMA or LOMR.
3. FEMA reviews the impact of proposed site developments and offers or denies conditional assurance that a FIRM may be changed by the proposed development. FEMA offers this assurance by a Conditional Letter of Map Amendment (CLOMA) or Conditional Letter of Map Revision (CLOMR). The CLOMA or CLOMR is a conditional statement that the FIRM may be changed if:
  - a. the development is constructed as proposed in the CLOMA/CLOMR application, and if
  - b. a complete LOMA/LOMR is submitted after construction of the proposed development.

## **C. Coordination of City of Copperas Cove and FEMA Floodplain Delineations**

1. If the floodplain depicted on the FIRM is required to be changed, due to updated analysis of the floodplain under existing conditions, then the following requirements are applicable:
  - a. Prior to recordation of a final plat, the applicant must provide to the City evidence of receipt by FEMA of an application for a LOMR.
  - b. Prior to final acceptance of the construction of the subdivision or issuance of building permits, the applicant must provide to the City evidence of final acceptance by FEMA of the LOMR submitted under (a) above.

2. If the floodplain depicted on the FIRM is required to be changed, due to land development activities that alter existing conditions, then the following requirements are applicable:
  - a. Prior to approval of final plat, the applicant must provide to the City evidence of receipt by FEMA of an application for a CLOMR.
  - b. Prior to recordation of a final plat, the applicant must provide to the City evidence of approval of the CLOMR submitted under (a) above.
  - c. If the final plat is approved before it is determined that a CLOMR is necessary or desired, then prior to release of subdivision construction plans, the applicant must provide to the City a letter of acknowledgement by FEMA of receipt of a complete application for a CLOMR.
  - d. Prior to final acceptance of the construction of the subdivision or issuance of building permits, the applicant must provide to the City evidence of final acceptance by FEMA of the CLOMR submitted under (c) above, and a letter of acknowledgement by FEMA of a complete application for a LOMR.
3. The applicant shall bear the cost of Engineering services required to develop the application, respond to review comments, and obtain final approval of LOMRs and CLOMRs. The applicant shall bear the cost of any fees associated with review and disposition of LOMRs and CLOMRs that are established by FEMA.

#### **1.2.10 Lot Grading**

- A.** All retail, commercial and industrial site developments must provide a site grading and drainage plan that includes drainage computations, detention of runoff (if required) and a detailed site grading plan that does not adversely affect adjacent lots, property or downstream property.
- B.** Finished floor elevations shall be shown on all lots on the subdivision plat and construction plans. Finished floor elevations shall be a minimum of one (1) FT above the average top of curb elevation fronting the lot. The grading plan shall include arrows indicating the direction of runoff for each lot. Where practical, all lots shall be graded from rear to front at which point the drainage shall be intercepted by the street. If the minimum one foot requirement can not be met due to land slope, topography or existing trees, alternate grading plans may be utilized. In these instances it shall be demonstrated to the satisfaction of the City Engineer that grading from front to rear would be more reasonably adaptable to the existing topography. All lots that fall into this second category shall be identified on the Final Plat by a listing table.
- C.** Finished floor elevations shall be shown for all lots adjacent to or encroaching upon the FEMA designated 100-yr flood plain. Finished floor elevations shall be a minimum of two (2) FT above the base flood elevations.
- D.** The applicant for a building permit for a residential lot that is included in the listing table described in (B) above and is graded from front to rear shall prepare a detailed site grading plan that includes elevations for all corners of the subject lot, the finished floor slab elevation, final contours, swales, and any modifications to side yard or rear yard fencing to facilitate removal of runoff from the subject lot.

The site grading plan must be sealed, signed and dated by a professional engineer licensed in the State of Texas.

### **1.2.11 Erosion Control**

Rock berms, silt fences, sedimentation basins, stabilized construction entrances/exits and similar recognized techniques shall be employed during and after construction to prevent point source sedimentation loading of downstream facilities. Such installations shall comply with current TCEQ requirements. Additional measures may be required during and after construction if during subsequent runoff events erosion or sediment damage is documented as a violation of TCEQ regulations or City Ordinance by City Staff.

### **1.3 DEFINITIONS**

All terms and abbreviations used in the text are presented in the Glossary of this Manual.

**City Council Regular**

I. 8.

**Meeting Date:** 09/20/2011

**Contact:** Jane Lees, City Secretary, City Secretary

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**SUBJECT**

Consideration and action on a resolution making changes to the City's General Election pursuant to Senate Bill 100: moving the General Election from the May uniform election date to the November uniform election date; and providing for a one-time term extension of six months for each position. **Jane Lees, City Secretary**

**BACKGROUND/HISTORY**

Senate Bill 100 was passed by the State Legislature and signed into law by Governor Perry on June 17, 2011. The purpose of SB100 was to implement the Federal Move Act. Part of that Act requires ballots to be mailed to military and overseas voters at least 45 days prior to Election Day.

The State's Primary election, held in March of even-numbered years, remains intact. However, the Primary Runoff election, normally held in April, does not allow enough time for the State to comply with the Federal Move Act requiring that ballots be mailed out at least 45 days in advance of the election. Therefore, the State's Primary Runoff election was moved to the fourth Tuesday in May, making it difficult for cities who borrow election equipment from counties to conduct an election on the uniform date in May.

The Voter Registrar, who also conducts all elections for Coryell County, has provided the City with a letter stating that election equipment will no longer be guaranteed available to the City for a May election in even-numbered years.

**FINDINGS/CURRENT ACTIVITY**

A workshop was held on September 6, 2011 to discuss SB100 and obtain direction from the City Council on how to proceed with future elections of the City. Council consensus at the workshop was to change the current election date from the uniform date of the second Saturday in May to the uniform election date of the first Tuesday after the first Monday in November and to hold the City's General election jointly with Coryell County.

The resolution before you states that the City will change its' General election date to November. The resolution also provides that the terms of the Mayor and each Council Member be extended one time for six months, from May to November, until all are back on a staggered schedule for November.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council approve Resolution No. 2011-44.

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**Attachments**

Resolution

Letter from County

## RESOLUTION NO. 2011-44

**A RESOLUTION OF THE CITY OF COPPERAS COVE, TEXAS, MAKING THE FOLLOWING CHANGES TO THE CITY'S GENERAL ELECTION PURSUANT TO SENATE BILL 100, EIGHTY-SECOND REGULAR LEGISLATURE: MOVE THE GENERAL ELECTION DATE FROM THE UNIFORM ELECTION DATE OF THE SECOND SATURDAY IN MAY TO THE UNIFORM ELECTION DATE OF THE FIRST TUESDAY AFTER THE FIRST MONDAY IN NOVEMBER; PROVIDE FOR A ONE-TIME TERM EXTENSION OF SIX MONTHS FOR EACH POSITION; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, the federal Help America Vote Act of 2002 (HAVA), found in 42 U.S.C. § 15481(a)(3), mandates that – for elections in which a federal office is on the ballot – each polling place must be equipped with an electronic voting machine to facilitate voting by those with disabilities; and

**WHEREAS**, the Texas Legislature implemented HAVA in the 2003 regular session with the passage of House Bill 1549, but expanded the scope of the electronic voting machine requirement to apply to any election held in the state, with limited exceptions; and

**WHEREAS**, the federal Military and Overseas Voter Empowerment Act of 2009 (MOVE Act), found in 42 U.S.C. § 1973ff-1, provides for an extended timetable in which absentee ballots be transmitted to uniformed and overseas citizens at least 45 days prior to an election; and

**WHEREAS**, the Texas Legislature implemented the MOVE Act in 2011 with the passage of Senate Bill 100, which overlaid the period between the state's primary and primary runoff election upon the most commonly-used uniform election date for the municipal general election, which is the second Saturday in May; and

**WHEREAS**, many counties in Texas have concluded that, in even-numbered years (the years in which the state's primary and primary runoff elections are held), they will be unable to provide to their cities – through sharing, lease, or other means – the electronic voting machines that are required by the aforementioned federal and state laws; and

**WHEREAS**, the City of Copperas Cove currently holds its general election on the uniform election date on the second Saturday in May; and

**WHEREAS**, pursuant to Senate Bill 100 and other statutory and state constitutional provisions, the City of Copperas Cove is – through the adoption of this resolution and

any other necessary means – making best efforts to modify its election procedures to be in compliance with the bill and other federal and state laws; and

**WHEREAS**, the City Council of the City of Copperas Cove desires to maintain the current three-year term of office of the mayor and seven council members; and

**WHEREAS**, the City Council of the City of Copperas Cove believes it is to the advantage of the City, its citizens, and the pursuit of democracy to pass such a resolution after examining the options available to a city with three-year terms of office.

**NOW THEREFORE; BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS:**

1. That the General Election for the City of Copperas Cove be moved to the November uniform election date, which is the first Tuesday after the first Monday in November and that the election be held jointly with the County.

2. That the transition for each council position be as follows:

- a. Mayor, Position 1 and Position 2
  - i. Current terms end in May 2012
  - ii. Terms shall have a one-time six month extension to November 2012.
- b. Position 3, Position 4 and Position 5
  - i. Current terms end in May 2013
  - ii. Terms shall have a one-time six month extension to November 2013.
- c. Positions 6 and Position 7
  - i. Current terms end in May 2014
  - ii. Terms shall have a one-time six month extension to November 2014.

3. Should any section or part of this resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair, or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this resolution are declared to be severable.

**PASSED, APPROVED, AND ADOPTED** this 20th day of September 2011, at a regular meeting held by the City Council of the City of Copperas Cove, Texas, such meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

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John Hull, Mayor

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

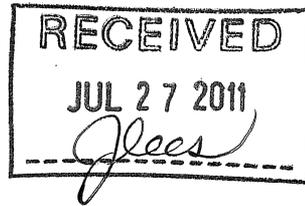
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Denton, Navarro, Rocha  
& Bernal, P.C., City Attorney



*Justin K. Carothers*

Tax Assessor/Collector  
Voter Registrar



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P.O. Box 6 Gatesville, TX 76528    254-865-5911 ext 2263    254-865-2519 fax  
*tax\_collector@coryellcounty.org*

07-21-2011

Jane Lees, City Secretary  
PO Box 580  
Copperas Cove TX 76522

Ms. Lees,

I am writing this letter to notify you of upcoming election issues. Since the passage of House Bill 100 we have uncovered a few problems with leasing you equipment for your May elections. The bill makes the primary runoff in May of even numbered years. Due to this fact I will not be able to guarantee that we will have equipment available to loan to you for your May election in even numbered years. You will still be able to borrow our equipment for odd year elections. If anything changes I will keep you posted. If you have any questions please feel free to give me a call.

Thank you,

A handwritten signature in cursive script that reads "Justin K. Carothers".

Coryell County Tax Assessor Collector



**SUBJECT**

Consideration and action on an ordinance amending the City of Copperas Cove's Code of Ordinances, Chapter 2, Article V, section 2-122 and section 2-127. **Velia Key, Director of Financial Services**

**BACKGROUND/HISTORY**

In February 2009, Governmental Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, which is effective for periods that begin after June 15, 2010. The objective of GASB 54 is to enhance the usefulness of fund balance information by 1) clarifying existing governmental fund type definitions, and 2) providing clearer fund balance classifications that can be more consistently applied.

**FINDINGS/CURRENT ACTIVITY**

The current Fund balance policy does not reflect the categories of Fund balance per GASB 54. The following changes to the Fund balance policy are included in the attachment and are being recommended by City staff.

An accounting distinction is made between the portions of fund equity that are spendable and non-spendable. These are broken up into five categories:

- 1) Non-spendable fund balance-includes amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory or permanent funds.
- 2) Restricted fund balance-includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and child safety fees.
- 3) Committed fund balance-includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Committed may be changed or lifted only by the government taking the same formal action that imposed the constraint originally.
- 4) Assigned fund balance-comprises amounts intended to be by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
- 5) Unassigned fund balance-is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

**Section 2-127 Policy**

**Committed Fund Balance** –the City Council is the City's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Council at the City's Council meeting. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

**Assigned fund balance**-The City Council has authorized the City's Finance Director as the official

authorized to assigned fund balance to a specific purpose as approved by this fund balance policy.

**ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council approve Ordinance No. 2011-50, adopting the Fund balance policy of the City of Copperas cove in order to comply with GASB 54.

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**Attachments**

Ordinance & Policy

**ORDINANCE NO. 2011-50**

**AN ORDINANCE ADOPTING THE FUND BALANCE  
POLICY FOR THE CITY OF COPPERAS COVE, TEXAS.**

**WHEREAS,** The City of Copperas Cove's Finance Department staff, City Attorney, and City staff have studied and reviewed the current Financial Procedures and Fiscal Policy ordinance; and

**WHEREAS,** the City of Copperas Cove's Finance Department, City Attorney, and City staff have proposed amendments to Chapter 2, Administration, Article V, Financial Procedures and Fiscal Policy, Division 3, Fund balances and Operating Procedures ordinance.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF  
THE CITY OF COPPERAS COVE, TEXAS:**

**Section 1.**

That the City of Copperas Cove's Code of Ordinances, Chapter 2, Administration, Article V, Financial Procedures is hereby amended and "Exhibit A" attached hereto is made a part of this ordinance and for all purposes reflects the changes to Chapter 2, Administration, Article V, Financial Procedures and Fiscal Policy, Division 3, Fund Balances and Operating Procedures, whether amended, added or deleted from the Code of Ordinances, is hereby adopted and incorporated herein as if fully set out.

**Section 2.**

That any ordinances or resolution or part of ordinances or resolutions in conflict with the provisions of this Financial Procedures and Fiscal Policy ordinances are hereby repealed to the extent of such conflict.

**Section 3.**

That should any section, clause, or provision of the Financial Procedures and Fiscal Policy ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

**PASSED, APPROVED, AND ADOPTED** on this 20th day of September 2011 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

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John Hull, Mayor

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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Denton, Navarro, Rocha  
& Bernal, P.C., City Attorney

CODE OF ORDINANCES  
Chapter 2 - ADMINISTRATION  
ARTICLE V. - FINANCIAL PROCEDURES AND FISCAL POLICY  
DIVISION 3. - FUND BALANCES AND OPERATING PROCEDURES

**DIVISION 3. - FUND BALANCES AND OPERATING PROCEDURES** <sup>[10]</sup>

<sup>(10)</sup> **Editor's note**— Ord. No. 2010-42, § 1(Exh. A), adopted Sept. 7, 2010, amended Art. V, Div. 3 in its entirety to read as herein set out. Former Art. V, Div. 3, §§ 2-121—2-126, pertained to the same subject matter. See the Code Comparative Table for complete derivation.

[Sec. 2-121. - Title.](#)

[Sec. 2-122. - Definitions.](#)

[Sec. 2-123. - Maintenance of adequate reserves in order to provide several important benefits to the city.](#)

[Sec. 2-124. - Fiscal policy for maintaining adequate levels of reserves in the city's general fund, utility funds, and other funds per designation by city council.](#)

[Sec. 2-125. - Obtaining the maximum reserves balances as established in section 2-124.](#)

[Sec. 2-126. - No operating deficits.](#)

[Secs. 2-127—2-130. - Reserved.](#)

**Sec. 2-121. - Title.**

That this division shall be known as the Fund Balance Policy and Operating Reserves Fiscal Policy of the City of Copperas Cove, Texas, and its staff and employees according to the terms thereof and as the stated policy of the city, shall adhere to such a policy.

(Ord. No. 2010-42, § 1(Exh. A), 9-7-10)

**Sec. 2-122. - Definitions.**

For the purposes of this division, the following terms, phrases, words and their deviations shall have the meaning given herein. When not inconsistent with the context, words so used in the present tense include the future. Words in the masculine gender include the feminine. Words in the plural number include the singular, and words in the singular include the plural.

(a) *Fund*. A separate fiscal and accounting entity used by governments to segregate resources related to specific activities.

(b) *Fund balance*. The difference between fund assets and fund liabilities in a governmental or trust fund.

(c) *Fund type*. One (1) of seven (7) categories into which all individual funds must be classified.

CODE OF ORDINANCES  
Chapter 2 - ADMINISTRATION  
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DIVISION 3. - FUND BALANCES AND OPERATING PROCEDURES

(d) *Liquidity*. The ability to meet demands for payment on a timely basis.

(e) *Net Assets*: Difference between total assets and total liabilities. Used by FASB and GASB to describe equity accounts.

(f) *Net assets-invested in capital assets, net of related debt*: The portion of net assets of a governmental unit representing capital assets less accumulated depreciation less debt associated with the capital assets.

(g) *Restricted net assets*: Assets of an enterprise fund that may not be used for normal operating purposes because of the requirements of regulatory authorities, provisions in bond indentures, or other legal agreements but that need not be accounted for in a separate fund.

(h) *Net assets unrestricted*: Portion of the excess of total assets over total liabilities that may be utilized at the discretion of the governing body.

(i) *Non-spendable fund balance*: includes amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory or permanent funds.

(j) *Restricted fund balance*: includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and child safety fees.

(k) *Committed fund balance*: includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Committed may be changed or lifted only by the government taking the same formal action that imposed the constraint originally.

(l) *Assigned fund balance*: comprises amounts intended to be by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

(m) *Unassigned fund balance*: is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

(Ord. No. 2010-42, § 1(Exh. A), 9-7-10)

CODE OF ORDINANCES  
Chapter 2 - ADMINISTRATION  
ARTICLE V. - FINANCIAL PROCEDURES AND FISCAL POLICY  
DIVISION 3. - FUND BALANCES AND OPERATING PROCEDURES

**Sec. 2-123. - Maintenance of adequate reserves in order to provide several important benefits to the city.**

[The purposes of the fund balance policy and operating reserves fiscal policy shall include:]

- (1) Providing a measure of stability during economic cycles. Adequate reserves to help protect the city against significant tax increases or dramatic budget cuts during periods of low economic activity.
- (2) Interest income from the investment of the cash reserves to provide a significant source of revenue.
- (3) Adequate reserves to provide the foundation for a strong credit rating reducing the cost of long-term borrowing.

(Ord. No. 2010-42, § 1(Exh. A), 9-7-10)

**Sec. 2-124. - Fiscal policy for maintaining adequate levels of reserves in the city's general fund, utility funds, and other funds per designation by city council.**

(a) The general fund unencumbered fund balance should be at least twenty-five (25) percent of the general fund annual budget expenditures excluding capital lease payments and those expenditures planned for capital outlay purchases. This percentage is equivalent to three (3) months operating expenditures.

(b) The utility funds and other funds per city council designation should maintain an unencumbered fund balance (working capital) reserve of at least twenty-five (25) percent of the total annual budget expenditures excluding debt service payments, capital lease payments and those expenditures planned for capital outlay purchases or the equivalent of three (3) months' operating expenditures.

(Ord. No. 2010-42, § 1(Exh. A), 9-7-10)

**Sec. 2-125. - Obtaining the maximum reserves balances as established in section 2-124.**

(a) The City of Copperas Cove shall designate the unencumbered fund balances in the following percentages per the stated funds until the maximum balances, as defined in section 2-124 have been obtained:

- (1) General Fund—No less than fifty (50) percent annually.
- (2) Utility Funds—No less than forty (40) percent annually.
- (3) Other Funds—No less than twenty (20) percent annually.

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Chapter 2 - ADMINISTRATION  
ARTICLE V. - FINANCIAL PROCEDURES AND FISCAL POLICY  
DIVISION 3. - FUND BALANCES AND OPERATING PROCEDURES

(b) Upon obtaining the section 2-124 fund balances, this section will not apply.

(Ord. No. 2010-42, § 1(Exh. A), 9-7-10)

**Sec. 2-126. - No operating deficits.**

Current expenditures will be paid with current revenues. Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or nonrecurring expenditures, except when balances can be reduced because their levels exceed guideline minimums.

(Ord. No. 2010-42, § 1(Exh. A), 9-7-10)

**Secs. 2-127.- Policy**

Committed Fund Balance –the City Council is the City’s highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Council at the City’s Council meeting. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

Assigned fund balance-The City Council has authorized the City’s Finance Director as the official authorized to assigned fund balance to a specific purpose as approved by this fund balance policy.

**Secs.2-128—2-130. - Reserved.**

**City Council Regular**

**L. 1.**

**Meeting Date:** 09/20/2011

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**SUBJECT**

Pursuant to §551.087, Deliberation Regarding Economic Development Negotiations, of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the offer of a financial or other incentive to a business prospect - First Advisors, Inc.

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**City Council Regular**

**L. 2.**

**Meeting Date:** 09/20/2011

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**SUBJECT**

Pursuant to §551.074 of the Open Meetings Act. Tex. Gov't Code, Council will meet in Executive Session to deliberate the duties of the City Manager, Andrea M. Gardner.

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**City Council Regular**

**L. 3.**

**Meeting Date:** 09/20/2011

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**SUBJECT**

Pursuant to §551.074 of the Open Meetings Act. Tex. Gov't Code, Council will meet in Executive Session to deliberate the evaluation and duties of the City Secretary, Jane Lees.

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